



VICTORIAN CATHOLIC EDUCATION MULTI-ENTERPRISE AGREEMENT 2018

# **VCEMEA 2018 - Summary of changes** Implementation Guide for Schools

**cecv**

*catholic education commission of victoria ltd*  
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# 1. Background

The purpose of this guide is to outline the changes in the [Victorian Catholic Education Multi-Enterprise Agreement 2018](#) (VCEMEA 2018).

The VCEMEA 2018 will commence 7 days after the Agreement has being approved by the Fair Work Commission, however the parties have agreed to apply the VCEMEA 2018 from the start of the 2019 school year, being 29 January 2019.

The VCEMEA 2018 was overwhelmingly approved by the majority of employees and will replace the [Victorian Catholic Education Multi Enterprise Agreement 2013](#) (VCEMEA 2013).

This guide aims to provide information relating to the changes from the VCEMEA 2013 to VCEMEA 2018. Principals and school leaders can refer to this guide to help understand the nature of the changes.

A number of the changes which have occurred from the VCEMEA 2013 to the VCEMEA 2018 were included in the [2017 Memorandum of Understanding](#) and have now been incorporated into the VCEMEA 2018.

With the exception of the key matters set out in this guide, existing arrangements continue to apply.

# 2. Salary, allowances, translations and related matters

## Salary increases

Salary increases will be paid to all classifications of employees in six monthly instalments as outlined below:

First full pay period on or after	Primary Principals	Teachers, Deputy Principals, ESS, SSO and CEO staff
1 April 2019	2.0%	1.50%
1 October 2019	2.0%	1.75%
1 April 2020	2.0%	1.50%
1 October 2020	2.0%	1.75%

## 2019 and 2020 Salary guides

The [Salary guide](#) covering 2019 and 2020 school years is available for schools.

## Primary Principals

The Primary Principal structure will be adjusted with changes to the bottom three Levels of the structure. From 1 May 2019 the structure will comprise of five Levels instead of six.

From 1 May 2019, Level 1 will be removed and the enrolment band for Level 2 will become 1-199 students. The enrolment band for Level 3 will become 200-399.

On 1 May 2019, Primary Principals at Level 1-3 will translate in accordance with [clause 44.4](#) of the VCEMEA 2018.

**Note:** the CECV will assist with the translation for principals on the OSR and will be assisting ICON schools. See the CECV [Salary Guide](#) for more detailed information regarding the translations of Primary Principals.

## Education Support Employees

### Education Support staff Level 1 and 2

On 29 January 2019, the Education Support classification structure will be amended with the introduction of two new subdivisions at the top of ES Level 1 and ES Level 2. The new subdivisions will be ES Level 1-6 and ES Level 2-6.

Education support employees employed as an ES Level 1-5 and ES Level 2-5 on 29 January 2019 will be entitled to translate to the new ES Level 1-6 and ES Level 2-6 in accordance with the translation tables set out in [clause 44.3](#) of the VCCEMA 2018.

**Note:** Normal incremental progression rules do not apply for this translation. However any fixed term staff who are employed at the start of the school year and are incrementing from 1-4 or 2-4 to 1-5 and 2-5 at the start of the 2019 school year, do **not** translate to the new subdivisions.

**OSR** will automate the movement of current ongoing ES1-5 and ES2-5 employees to ES1-6 and ES2-6, but schools will need to double check the record, and make the changes for fixed term and new employees who will be eligible to translate.

**ICON SCHOOLS:** For ES Grade 1 - Level 5 and ES Grade 2 - Level 5 translating to ES Grade 1 - Level 6 and ES Grade 2 - Level 6, schools should copy and modify the Employment Record and matching Entitlement Record. This can be completed in advance of the effective date being, 29 January 2019. OSR will be updated overnight once these records are generated.

Schools should note the change in part time employees FTE discussed below (clause 42.2).

### Lump sum payment

Education Support employees employed on 29 January 2019 at the new ES Level 1-6 and ES Level 2-6, will also be entitled to a lump sum payment of \$800 (pro-rata for part-timers), which is subject to the payment of superannuation.

**ICON SCHOOLS:** Process lump sum payment in a Correction Pay (to annualise tax) on or after 29 January 2019 using the Pay Component code: 1341 Lump Sum Payment (Superable).

#### *Employees not eligible*

Casual employees, including casual relieving employees are not eligible to receive the payment. Where an employee ceased employment on or before 29 January 2019, they will not be eligible to receive the payment. Education Support employees at Level 1 and 2 who are at other subdivisions are not eligible for the payment i.e. Level 1-4 or 2-3 are not eligible.

#### *Payment amount*

The \$800 lump sum is based on an employee's FTE on 29 January 2019. For part time employees, that payment is made on a pro rata basis. For example, an employee with a 0.5 FTE will be entitled to receive a lump sum bonus payment of \$400.

Schools should also note the change in part-time employees FTE discussed below (clause 42.2), as the rounding will affect the lump sum payment. For example, an ES1-6 employee with a 0.439 FTE will

be rounded up to 0.44 (as per clause 44.2) and will be entitled to receive a lump sum bonus payment of \$352.

### *When to make payment*

The lump sum is payable as soon as practicable, but no later than 5 April 2019.

### *Employees on unpaid leave*

Employees on leave without pay on 29 January 2019, will be eligible to receive the lump sum payment if they return to work on or before 30 April 2021.

In these instances, the lump sum payment will be based on the FTE of the Employee *prior* to the commencement of leave without pay.

### *Employees receiving WorkCover payments*

Employees in receipt of WorkCover payments who have not returned to duty are not eligible to receive the lump sum payment until a return to duty has taken place.

The payment is calculated on the time fraction that applied immediately before the commencement of the workcover claim.

## Education Support staff Level 3

The VCEMEA 2018, also provides for a change to ES Level 3.

Clause 41.2 of the VCEMEA 2013 has been removed and there will be no further 'barrier' at ES Level 3 in the VCEMEA 2018.

### *ES Level 3-1 to 3-5 Review*

ES Employees at Level 3-1 to 3-5 at the commencement of the VCEMEA 2018 will need to have their classification reviewed by their Employer by 30 April 2019.

The purpose of the review is to determine if the position meets the descriptors of ES Level 3 or ES Level 2.

In accordance with clause 44.2 of the VCEMEA 2018, employees will translate to Level 3-0 on 1 May 2019 if the position meets the Level 2 descriptors. If the position meets the Level 3 descriptors, then the employee will translate to Level 3-1.

In 2019, the CECV will be issuing separate information, resources and advice in relation to clause 44.2 and the Education Support review, and will be assisting schools through the process. See the CECV [Salary Guide](#) for more detailed information regarding this matter.

### *Level 3 changes*

On 1 May 2019 the ES Level 3 will be revised to take into account the above changes. ES Level 3 will be revised to six subdivisions only, ES 3-1 to ES 3-6. This is only a translation change and will not result in an Employee's salary being reduced.

The translation tables set out in [clause 44.3](#) of the VCEMEA 2018 will assist schools implement the change.

## Part-time employees FTE (Clause 42.2)

From 29 January 2019, all part-time employees' FTE is to be rounded up to two (2) decimal places. Normal rounding rules do not apply. For example:

- An employee with an FTE of 0.525 will be 0.53 FTE from 29 January 2019.
- A employee with an FTE of 0.733 will be 0.74 FTE from 29 January 2019.

**Note:** OSR will automatically round staff FTE's to 2 decimal places, but schools will need to double check the record, and make the changes for part-time fixed term and new employees

**ICON SCHOOLS:** To apply a change to the FTE of a current employee, copy and modify the Employment Record and matching Entitlement Record. This can be completed in advance of the effective date being, 29 January 2019. OSR will be updated overnight once these records are generated.

Work Patterns are effective in the pay fortnight processing. Therefore schools should modify the Work Patterns in the Fortnight 1 - 8 February 2019 or Fortnight 2 – 15th February 2019.

**Note:** For Category A (Annual Leave) employees manual adjustments may be required where leave has been taken on or after 29 January 2019. In these instances manual adjustments can be made when the leave is taken.

## Allowances and other payments

The VCEMEA 2018 provides for increases to the following allowances:

- Positions of Leadership ([clause 62](#)) will increase in line with salary increases. Funding provided for the POL pool to be increased consistent with the POL increases.
- Deputy Principal Allowances will increase for Deputy Principals in primary schools who have not reached level T2-6 on the teacher incremental scale. The rates are set out in [schedule 10.7](#).
- Medical support allowance rates are set out in [clause 50.4](#).
- A tool allowance payable to employees required to provide their own tools of \$20 per week for a tradesperson (non-carpenter or joiner) or \$36 per week tradesperson (carpenter or joiner) as set out in [clause 50.3](#).
- Meal allowance has been increased in the VCEMEA 2018 to \$22 as set out in [clause 50.2](#).
- Graduate teacher payments have increase and are set out in [clause 55](#).

**ICON SCHOOLS:** Due to the increases to the Tool Allowances and Meal Allowances as from 29 January 2019, Schools should review the entitlement record (if recurring), copy existing Employment Record and modify matching Entitlement Record. This can be completed in advance of the effective date being, 29 January 2019.

## 3. Leave improvements

### Parental Leave (Appendix 1)

#### Half Pay Parental Leave (Appendix 1, clause 4, paragraph 9-11)

An Employee who is eligible for paid maternity leave or paid adoption leave may choose to take their paid parental leave at the weekly rate of pay for half the Employee's ordinary hours of work over double the time (half pay leave).

If an employee elects to take half pay leave, they will receive the same pay entitlements as an Employee who did not elect to observe Half Pay Leave. For example, an Employee who is eligible for 14 weeks paid maternity leave and combines that with two weeks of paid school holidays, has a total of 16 weeks of paid leave, and may elect to observe that entitlement at full pay for 16 weeks or at half pay for 32 weeks.

The half pay parental leave calculator is available [here](#).

When an Employee elects to receive Half Pay Leave it should be noted that:

- The Employee will not be entitled to pay increases or increments beyond the initial period of paid maternity leave or the initial period of paid adoption leave. For example, for an Employee

who has a total of 16 weeks of paid leave (14 weeks of paid parental leave and two weeks of paid school holidays) and is observing that leave as Half Pay Leave over 32 weeks, the Employee would be entitled to a pay rise that is scheduled in the first 16 weeks, but would not be entitled to a pay rise that is scheduled in the second 16 weeks;

- The period of Half Pay Leave observed beyond the initial period of paid maternity leave or the initial period of paid adoption leave, shall be inclusive of, any public holidays or school holiday periods for which the Employee would otherwise receive school holiday pay. This means the Employee will not receive additional pay (other than payment for the Half Pay Leave) or have the period of paid leave extended by any public holidays or school holidays that fall within the second half of the period of Half Pay Leave;
- Pursuant to clause 25.7(b), the period of Half Pay Leave will result in proportional adjustments to school holiday pay and leave loading using the formula under clauses 25.6 and 25.8 of the VCEMEA 2018, as if the employee had taken parental leave at full pay;

**NOTE:** When calculating pro-rata school holiday pay using the online [pro – rata school holiday calculator](#), schools should be entering the employee’s pay as if the employee had taken parental leave at full pay.

- Keeping in touch days will not apply during half pay parental leave;
- Fixed term employees may elect to receive half pay leave but only if the employee’s half pay parental leave payments fall within the term of their fixed term contract;
- An employee cannot access any form of other paid leave whilst on half pay leave;
- During half pay leave, school holiday pay and public holidays which the employee is entitled to continue to be paid at the half pay rate.
- An employee who elects to receive half pay leave will accrue entitlements for the full period of the half pay leave, at a rate equivalent to half their FTE.

**ICON SCHOOLS:** Should follow the following process:

1. Enter **Leave Request** for the full period of Paid Parental Leave at Half Pay.
2. Change Job Details (to take off autopay) effective first day of Parental Leave at Half Pay. Change Pay Basis to ‘Hourly’, Holiday Category to ‘No Public Holidays’ and Time Sheet Usage to ‘Use Timesheets.
3. Add new **Entitlement Record** to remove any allowances and/or deductions not applicable during Parental Leave at Half Pay.
4. Enter **Timesheet Payment** each fortnight for Paid Parental Leave at Half Pay using amount calculated using the online [Half Pay Parental Leave Calculator](#). Where Entitlement includes an allowance that is reported on OSR, this is to remain on entitlement record and each fortnight after calculating pay; review via Input Employee Adjustment (non timesheet) and where allowance is displayed, enter allowance amount as a negative to exclude this being paid again as this is already included in Paid Parental Leave at Half Pay calculation.

## Keeping in Touch Days (Appendix 1, clause 15, paragraph 9)

Employees who perform a keeping in touch day will now be entitled to be paid the Employee’s ordinary rate of pay plus an 18% loading, and the work does not count as service for the purpose of leave accruals.

This change will mean that a school will not be required to calculate pro-rata school holiday pay, annual leave loading or personal leave entitlements for an employee who only completes keeping in touch days during their period of unpaid parental leave in any one year.

All other work for the first employer during a period of unpaid parental leave remains unchanged under clause 15.

**Note:** At this stage, Keeping in Touch days still need to be recorded on the OSR.

**ICON SCHOOLS:** Keeping in Touch Days that occur on or after 29 January 2019 should only be entered into ICON after 29 January 2019 to ensure the 18% loading is applied.

### Notice of return to work (Appendix 1, clause 22 paragraph 2)

An Employee must now confirm their intention to return to work from parental leave in writing as soon as practicable, but not less than one school term prior to the Employee's intended return to work date. This has changed from the previous provision that required an Employee to provide 8 weeks' notice wholly within one term, of their intention to return to work.

### Return to work arrangements and breastfeeding (Appendix 1, clause 23, paragraph 1)

Where an Employee returns to work from parental leave, and requests arrangements for facilitating and accommodating breast feeding, an Employer must make reasonable arrangements. For example, reasonable arrangements may include the use of a private room or office for 30 minutes to breastfeed.

### Fixed term payment (Appendix 1, clause 4 paragraph 16)

If a fixed-term Employee would otherwise be eligible for paid parental leave but the expected date of birth of the child is no more than six weeks after the end of the Employee's fixed-term contract, the Employer must, at the end of the contract, pay the Employee a lump sum amount equivalent to 14 weeks of paid parental leave.

For example, if an Employee is on a fixed-term contract that ends on 28 January and the Employee is due to give birth on 6 February, the Employee will be entitled to a 14 week lump sum payment at the end of the contract.

### Long Service Leave (Appendix 3)

A number of changes to Appendix 3 of the VCEMEA 2018 have been introduced, compared to the VCEMEA 2013. The majority of these changes are a result of the new the *Long Service Leave Act 2018* (Vic) (LSL Act 2018) which introduces a number of changes compared to the *Long Service Leave Act 1992* (Vic).

Appendix 3 is required to meet the minimum standards provided within the relevant Long Service Leave legislation in Victoria and the key changes are outlined below.

Further information in relation to the LSL changes, will be available shortly.

### Leave period may be spilt (Appendix 3, 8.3)

An Employee is now entitled to request LSL for a minimum period of one day. An Employer must grant such a request, unless there are reasonable business grounds for refusing. Reasonable business grounds can include but are not limited to:

- There is no capacity to change the working arrangements of other employees to accommodate the employee taking long service leave at the requested time;
- It is impractical to change the working arrangements of other employees, or recruit new employees to accommodate the employee taking long service leave at the requested time;
- The long service leave requested by the employee is likely to result in a significant loss in efficiency or productivity; and
- The long service leave requested by the employee is likely to have a significant negative impact on customer service.



This not an exhaustive list of reasons. In a school environment, specific periods of the year will also determine the Employer's ability to approve long service leave requests. For example, it will be difficult for a secondary school to approve requests for long service leave from teachers who are employed in VCE subjects, without significant prior notification.

### Accrual of Entitlements (Appendix 3)

A number of changes have been made to the accrual of LSL as outlined below:

- Any period of unpaid leave on account of illness or injury, irrespective of duration is continuous and accruable for the purposes of calculating long service entitlements.
- Any other period of unpaid leave (including unpaid parental leave) up to a period of one year is continuous and accruable for the purposes of calculating long service leave entitlements.
- Any other period of unpaid leave in excess of one year will be continuous and accruable for the purposes of calculating long service leave entitlements if the employer and employee agreed in writing before the leave was taken that such leave longer than one year will be accruable for long service leave purposes.

### Calculation of leave entitlements (Appendix 3, (3))

The way in which the ordinary rate of pay is determined when an Employee has a mix of full-time and part-time service has been amended within the VCEMEA 2018.

The VCEMEA 2018 has amended how an Employee with both part-time and full-time service will have their ordinary rate of pay calculated, with a new calculation of a weighted average FTE applying consistently over the period of long service leave. This will create an overall average FTE instead of the current practice of two separate buckets of long service leave of full-time and part-time long service leave.

This change is intended to simplify the administrative framework that is currently burdensome and complex for both Employees and Employers to interpret. This change is not intended to result in an Employee being worse off as compared to the current practice of two separate 'buckets' of full-time and part-time long service leave.

**NOTE:** Schools should note that the effective date of this change is the start of the school year, 29 January 2019 and that this change will not be reflected on PRS until 29 January 2019. As such, payments to employees may need to be updated next year.

## Family and Domestic Violence Leave

[A guide to supporting staff](#) is available for schools to help with supporting staff who may be experiencing family and domestic violence and understand the new entitlement which is summarised briefly below. Please note the guide will be further updated for the start of the 2019 School year to include the additional entitlement to supporting a person experiencing family or domestic violence (see below).

### Paid Family and Domestic Violence Leave (Clause 33)

An employee other than a casual Employee, experiencing family and domestic violence is entitled to paid family and domestic violence leave for the purposes of attending medical appointments, legal proceedings and other activities related to family violence.

Paid family and domestic violence leave is non-cumulative and is available per school year as follows:

- 10 days for Primary School Principals, Deputy Principals, Teachers, Category B Education Support Employees, Category B School Services Officers, School Advisers, Visiting Teachers and Category B Placed Teachers;
- 13 days for Category C Employees;
- 15 days for all other Employees.

Upon exhaustion of the paid leave entitlements in [clause 33.1\(b\)](#), an Employer may provide additional leave.

## Supporting someone experiencing Family and Domestic Violence Leave (Clause 33.3)

An Employee who supports a person experiencing family violence may utilise their personal/carers leave entitlement to accompany them to court, to hospital, or to care for children. An Employer may require evidence from an Employee seeking to utilise their personal/carer's leave entitlement that the leave is being taken for the support of someone experiencing family and domestic violence leave.

## Personal Leave for Teachers

### Deduction of personal leave for teachers (Clause 30.2)

The VCEMEA includes the current guidance material formula for deduction of personal leave for teachers:

$\text{Personal leave deduction} = \frac{\text{Hours absent during instruction time}}{\text{Hours of Instructional Time in a day}} \times 7.6$
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The Agreement confirms that deductions will be based upon the hours absent during a school's instruction time divided by the hours of instructional time in a day, multiplied by 7.6.

Hours absent during instruction time means the number of hours that the teacher is absent during the school's instruction time. In the case of a part time teacher, the hours absent during the instruction time is up to a maximum of the time the part time teacher would otherwise have been in attendance.

Hours of instructional time in a day means the number of hours that the school has for student instruction during the school day subject to the following:

- Includes scheduled home room duties for secondary schools; and
- Commences when students are required to be in attendance in their classroom for the start of the school day for primary schools.

The implementation guide continues to operate and provides a number of examples of how to manage these situations. The guide can be found here [Personal Leave Deductions \(Teachers\) Implementation Guide](#). Please note the guide will be further updated for the start of the 2019 School year.

## Other leave changes

### Union Committee of Management Leave (Clause 40)

An Employee elected to the Committee of Management of the Union will be entitled to paid leave to attend Committee of Management meetings (normally eight times per year and one day's training).

Where a school is required to engage an emergency teacher to replace the Employee on Union Committee of Management leave the Union will, on presentation of invoice, reimburse the school for the cost of engaging the emergency teacher for the day.

### Cultural and ceremonial leave (clause 32)

An Employee (other than a Casual Employee) of Aboriginal or Torres Strait Islander descent is entitled to three days' paid cultural and ceremonial leave per school year (non-cumulative), for the purpose of attending Aboriginal or Torres Strait Islander community meetings.

An Employee (other than a Casual Employee) of Aboriginal or Torres Strait Islander descent is also entitled to three days' unpaid leave per school year (non-cumulative), upon the death of a member of

their immediate family or extended family for the purpose of other ceremonial obligations. This entitlement is in addition to the entitlement to compassionate leave under the VCEMEA 2018.

### Annual Leave accrual (Clause 25.2)

Amendment to wording in the VCEMEA 2013, to clarify that annual leave accrues progressively not weekly.

### Sabbatical Leave

Sabbatical leave has been removed from the VCEMEA 2018.

## 4. Teacher matters

### Part-time Teacher duties (Clause 59.2)

Confirmation of current practice which is that, a part-time teacher shall be expected to undertake proportional number of duties normally expected of a full-time teacher in that school, e.g. yard supervision, staff meetings, etc. This clause has been re-inserted into the VCEMEA 2018 after being inadvertently left out of the VCEMEA 2013.

### Professional Practice Time (Clause 60.9)

Professional Practice Time (PPT) has been included into the VCEMEA 2018. The [guidance material](#) in relation to professional practice time can assist schools with this provision.

Schools should note that for the 2021 school year, a full-time Teacher will be entitled to 10 hours of release in Term 1 and Term 2 (pro-rata for part-time Teachers).

This clause will cease to operate or have any effect from 28 June 2021.

Please note the [guide](#) will be updated for the start of the 2019 school year to reflect the entitlement contained in the VCEMEA 2018.

## 5. Consultative Committee

### Consultative Committee meetings (Clause 16.3)

Inclusion of a clause which confirms that Consultative Committee meetings will be held within or adjacent to the school day.

### Multi-Campus Structure (Clause 16.2)

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.

### Schedule of meetings (Clause 16.3(e))

The consultative committee will meet in Term 4 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.

### Email and other communication protocols (Clause 16.3(d))

An inclusion that the Consultative Committee shall provide recommendations to the Principal on staff email and other communication protocols, including with parents and after hours. This clause has been included as part of the four matters that the Consultative Committee has previously provided recommendations to the Principal on.

## Support and resourcing for a classroom Teacher (60.2(c))

There has been a slight change to the wording regarding the special recommendations the consultative committee make with regard to support and resourcing for a classroom Teacher. The Consultative Committee *must* make special recommendations with regard to support and resourcing for a classroom Teacher where a P-2 class exceeds 26 and a 3-10 class exceeds 28.

## Practical Classes (Clause 60.2(f))

Wording of what a practical class includes has been included into the practical class's clause. The amended clause now states that 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.

# 6. Breaks

## Recess Breaks (Clauses 71.3 and 74.9)

There has been an amendment to the recess provisions for Education Support Employees and School Services Officers. Employees will still be entitled to recess without deduction of pay, however where recess is longer than 20 minutes, the Employee may be required to perform duties relevant to the Employees role for the remainder of that recess period.

This change will mean that an Employee will still receive a significant paid rest break free from duties, but if the recess is longer than 20 minutes that the Employee can be required to perform duties. The timing of the recess breaks can still be varied by mutual agreement.

This change will not result in an Employees FTE being reduced.

This change will not have an effect on schools which do not have a recess break which is longer than 20 minutes. In those situations the employee will still be entitled to the full recess period as a paid break free from duties.

The meal break provisions remain unchanged, with employees receiving a minimum break of 30 minutes. Meals breaks are unpaid and can be varied by mutual agreement.

## Emergency Teacher Breaks

An Emergency Teacher is entitled to a 30 minute unpaid lunch break free from duties. A school is able to split that break into two separate periods if required.

# 7. School staffing

## Significant reduction in part-time Employees hours (Clause 15.2)

There has been a small technical change to the way in which Clause 15 applies. In the VCCEMA 2018, when a significant reduction in a part-time employee's hours of work are proposed by the Employer as a result of a change in enrolment, curriculum, program, organisation, structure, technology or funding, the Employee will be provided with 21 days to consider whether to elect a severance payment or accept the reduction.

Where an Employee does not advise of a decision in writing within 21 days, it will be taken that the Employee has accepted the proposed reduction in hours.

This change is to ensure that the process can be finalised in a timely manner while still providing the Employee with a reasonable amount of time to consider their situation.

A school will be required to provide an Employee who elects to receive a severance payment written notice in accordance with clause 19 of the VCCEMA 2018.

## Transition to retirement (Clause 41)

A new transition to retirement clause has been included into the VCEMEA 2018. A full-time Employee will be eligible to make a request in writing to the Employer to permanently reduce their working hours as part of a genuine transition to retirement. The key aspects of the new clause is outlined below:

- The length of transition to retirement period is generally 1-2 school years. A school is able to approve a longer transition to retirement period of an Employee if that is possible based upon the School's needs.
- The Employee's new time fraction will be locked in for the full period of the transition to retirement and may only be varied by mutual agreement. So if an Employer approves a request, an Employee will have their FTE maintained for the length of the agreed period and will not be subject to clause 15, variation of part-time Employee's hours of work.
- By requesting a transition to retirement the Employee is agreeing to forego their full-time position and permanently reduce their FTE as a transition to retirement. An Employer who is able to accept a request for a transition to retirement, will be able to permanently replace the Employee's hours. The Employee must also provide in writing their notice of retirement at the end of the agreement.
- Where the Employer approves the request and a transition to retirement arrangement is agreed, the agreement must be in writing and be signed by both the Employee and the Employer. The agreement must include:
  - The Employee's new part-time fraction;
  - The start and end date of the transition to retirement (usually one-two school years);
  - A letter from the Employee providing notice of retirement at the end of the agreement.

A transition to retirement agreement may be beneficial for both the Employee and the Employer. For the Employee it provides stability in their FTE for the transition and for the Employer it provides an agreed end date of the employment which can help with planning purposes.

The CECV will shortly be issuing separate information, resources and advice in relation to clause 44.1 and the new transition to retirement provisions.

## Category B Employees

### End of Year Arrangements (Clause 25.10)

The VCEMEA 2018, confirms that Category B non-teaching staff members can be required to work until the end of the gazetted school year, which includes working days after the Teachers have finished in Term 4.

Clause 25.10 of the VCEMEA 2018 states that Category B non-teaching staff members who are required to work beyond the last day of attendance for Teachers in Term 4 can only be required to perform meaningful tasks which are commensurate with the Employee's skills and experience.

This may include a school having a Category B, Learning Support Officer, helping with administration tasks in preparation for the following school year after the Teachers and students have finished for the year. Alternatively by agreement, Employers and Employees can enter into a TOIL (time off in lieu) arrangement for the purposes of making the last day of attendance for those Category B non-teaching staff members a day prior to the end of the gazetted school year. It is recommended that the TOIL arrangement is clearly documented to ensure that the time the employee has worked is approved overtime and to ensure that the employee does not accrue more TOIL than they need to use at the end of the year.

The guidance note entitled 'Recall and end of year procedures' will be discontinued by the IEU and CECV from the beginning of the 2019 school year.

## Recall Allowance (Clause 25.9 (f))

The VCEMEA 2018 clarifies that the Recall allowance payable to Category B non-teaching staff members is only payable for recall days worked during the gazetted school holiday periods. This clarifies that a Category B non-teaching staff member who may be required to work past when the Teachers finish in Term 4 are not considered recall days and an allowance is not payable for those days of work.

## Working in isolation (Clause 25.9 (d))

An Education Support Employee at Level 1 or 2 cannot be required to work in isolated circumstances or to attend for duty under the recall provision unless a responsible manager is present.

## School Nurses (Clause 70.7)

A clause has been included to provide references for school's employing a person to perform the role of a School Nurse, where the school requires the employee to hold a nursing qualification as a requirement of the role. The VCEMEA 2018 provides for the payment of two types of qualified School Nurses as an Education Support employee. The two categories of School Nurse are:

- Enrolled Nurse - An enrolled nurse (diploma qualified) to provide primary nursing care with its associated administrative responsibilities, the Employee will be classified at ES Level 2 and paid in accordance with Schedule 4 – Education Support Salaries.
- Registered Nurse - A registered nurse (degree qualified) to provide health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care and its associated administrative duties, the Employee will be classified at ES Level 3 and paid in accordance with Schedule 4 – Education Support Salaries.

The inclusion of the reference to School Nurses is not meant to capture schools who employ a First Aid Officer and the employee happens to hold a nursing qualification. In this scenario the School does not require the First Aid Officer to hold a nursing qualification and does not need to refer to the above sections.

If a school currently employs an Enrolled Nurse or Registered Nurse on classifications which are higher than those listed above, those Nurses should continue to be paid in accordance with the contractual terms of their employment.

## Other changes

### Notice of non-renewal of contracts

#### *Fixed-term employees*

Notice of non-renewal of a fixed term contract will only need to be provided where the contract is at least one school year or more. The notice provided needs to be not less than seven weeks in term time prior to the conclusion of the contract.

#### *Deputy Principal and Position of Leadership*

Notice for non-renewals of Deputy Principals and Positions of Leadership contracts needs to be not less than seven weeks in term time prior to the conclusion of the contract (for contracts at least one school year or more)

### Primary Principals (Clause 63)

#### *Vacancies*

All advertised vacancies for Primary Principals shall contain the following information:

- Duration of the proposed appointment;
- Proposed classification; and
- Enrolment (as at the February preceding the advertised vacancy).

### Primary Principals- Alternative Leadership Models (Clause 66)

Inclusion of a clause which provides for a process where a Primary school is looking at an alternative leadership model. Ordinarily there shall be one Principal for each Primary School. However if there is a proposal for an alternative structure, such as a single Principal position for more than one Primary School, or an Executive Principal arrangement whereby a number of Principals report to an Executive Principal with oversight of a group of schools, consultation with the Union will need to occur. The consultation will occur as soon as possible and will attempt to reach agreement on the structure, the tenure and the appropriate remuneration for the position.

### Notice of termination (Clause 19)

Notice of termination for teachers with less than five years in their current school and less than 10 years in Catholic Education will be eight working weeks. This has been changed from the previous provision in the VCEMEA 2013, which required an Employer to provide 7 weeks' notice of termination wholly within one term.

## 8. Leave Codes

The following leave codes have been created for the new leave entitlements for OSR and PRS. ICON schools will be entering leave codes based on the description.

<b>009PLH</b>	Parental Leave (half pay)
<b>615</b>	Miscellaneous Special Leave (paid)
<b>616</b>	Miscellaneous Special Leave (unpaid)
<b>617</b>	Miscellaneous Special Leave (carers)
<b>620</b>	Cultural and Ceremonial Leave (paid)
<b>621</b>	Cultural and Ceremonial Leave (unpaid)
<b>625</b>	IEU Committee of Management Leave
<b>35</b>	Origin code – Transition to retirement

**ICON SCHOOLS** will be advised when the Transition to retirement code is available in ICON. The configuration for Origin and Destination codes is currently under review

## 9. Further queries and information

Any queries in relation to this implementation guide or the VCEMEA 2018 should be directed to the Industrial Relations Unit on 03 9267 0431 or [ceoir@cem.edu.au](mailto:ceoir@cem.edu.au).

A full copy of the [Victorian Catholic Education Multi-Enterprise Agreement 2018](#) is available on the CECV website.