

Agreed Explanation for Employees

Catholic Education Commission of Victoria Ltd (CECV)

Independent Education Union Victoria Tasmania (IEU)

Proposed Victorian Catholic Education Multi-Enterprise Agreement 2018 (VCEMEA)

Overview

The Catholic Education Commission of Victoria Ltd (CECV) and the Independent Education Union Victoria Tasmania (IEU) have reached agreement on the proposed terms of the *Victorian Catholic Education Multi-Enterprise Agreement 2018 (VCEMEA)*.

The key features of the proposed enterprise agreement include:

- Salary increases paid in six monthly instalments for all classifications of employees of:

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%
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- By the start of 2021, a graduate teacher will earn \$72,058, a teacher at the top of the scale \$108,003 and the entry rate for a primary principal in the smallest school will be \$140,568.
- A new Level 1-6 and Level 2-6 for Education Support employees and an \$800 lump sum (pro rata for part-timers) for Education Support employees at current subdivision 1-5 and 2-5.
- Rounding up of part-time employees' FTE (full-time equivalent) to two decimal places.
- Clarity around Category B employees' recall and end of year arrangements, as well as recess breaks for Education Support employees and School Services Officers (SSOs).
- Amendments to long service leave provisions including access in smaller blocks.
- Introduction of a transition to retirement provision for full-time employees.
- Professional Practice time (PPT) for teachers.
- Paid family and domestic violence leave and access to carer's leave to support someone experiencing family violence.
- Entitlement to maternity and adoption leave at half pay.

Summary of proposed changes

From VCEMEA 2013 to VCEMEA 2018

Salary and related issues

Issue	Clause (C) Appendix (A) or Schedule (S)	Summary of key changes																		
Salary increases	S 1-9	<ul style="list-style-type: none"> Salary increases paid in six monthly instalments for all classifications of employees of: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="text-align: left;">First full pay period on or after</th> <th>Primary Principals</th> <th>Teachers, Deputy Principals, ESS, SSO and CEO staff</th> </tr> </thead> <tbody> <tr> <td>1 April 2019</td> <td>2.0%</td> <td>1.50%</td> </tr> <tr> <td>1 October 2019</td> <td>2.0%</td> <td>1.75%</td> </tr> <tr> <td>1 April 2020</td> <td>2.0%</td> <td>1.50%</td> </tr> <tr> <td>1 October 2020</td> <td>2.0%</td> <td>1.75%</td> </tr> </tbody> </table>	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%			
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Teachers	C 53,55 S1 A5	<ul style="list-style-type: none"> Same wage increases as teachers in government schools. No changes to classification structure. By the start of 2021, a graduate teacher will earn \$72,058 and a teacher at the top of the scale will earn \$108,003. <p>Increase in the graduate teacher payment (aligned with government schools).</p>																		
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Education Support Employees	C 44.3 C 52 C 44.2	<ul style="list-style-type: none"> A new top level for ES 1 and ES 2, payable from 29 January 2019. An additional \$800 lump sum payable for ES1-5 and ES2-5 employees (pro rata for part-timers) employed on 29 January 2019. The 'barrier' at Level 3 will be removed by 1 May 2019, and employers must review any employees who are at existing Levels 3-1 to 3-5. If their position is deemed to meet Level 3 criteria, they will transfer to the new 3-1. If their position is deemed to meet Level 2 criteria, they will be transferred to Level 3-0. If the employer does not review their classification, they will be deemed to be Level 3-1. 																		
Primary Principals	S 3	<ul style="list-style-type: none"> A new structure at Levels 1 and 2 for primary principals. Enrolment band at 10-149 collapses, and 150-274 amended. New enrolment bands of 1-199 and 200-399. By 1 May 2019 – entry rate of \$132,460. 																		
Emergency Teachers (ET)	C 61	<ul style="list-style-type: none"> Same ET rate in Catholic schools as in government schools with salary increases aligned with other employees. <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Effective date</th> <th>Hourly Rate</th> <th>Maximum Daily rate</th> </tr> </thead> <tbody> <tr> <td>1 October 2018</td> <td>\$59.87</td> <td>\$359.21</td> </tr> <tr> <td>1 April 2019</td> <td>\$60.77</td> <td>\$364.60</td> </tr> <tr> <td>1 October 2019</td> <td>\$61.83</td> <td>\$370.98</td> </tr> <tr> <td>1 April 2020</td> <td>\$62.76</td> <td>\$376.54</td> </tr> <tr> <td>1 October 2020</td> <td>\$63.86</td> <td>\$383.13</td> </tr> </tbody> </table> <ul style="list-style-type: none"> The right to paid recess for emergency teachers and a 30-minute unpaid lunch break free from duties. This break can be split into two separate periods. 	Effective date	Hourly Rate	Maximum Daily rate	1 October 2018	\$59.87	\$359.21	1 April 2019	\$60.77	\$364.60	1 October 2019	\$61.83	\$370.98	1 April 2020	\$62.76	\$376.54	1 October 2020	\$63.86	\$383.13
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Salary and related issues -continued

Issue	Clause (C) Appendix (A) or Schedule (S)	Summary of key changes
Catholic Education Office (CEO) employees	S 9 A 9	<ul style="list-style-type: none"> All wage increases to apply, i.e. 3.25% a year for clerical and administrative staff, Education Officers, Speech Pathologists and Psychologists. Removal of Levels 1-1, 2-1, 2-2 and 3-1 in CEO Clerical Structure Introduction of a new Level 1-5 in CEO Clerical Structure which is same as Education Support 1-5. CEO Clerical Structure to be re-named CEO Administrative Structure.
Positions of Leadership (POL)	C 62 S 10.1	<ul style="list-style-type: none"> Increased POL allowance in line with salary increases. Funding for the POL 'pool' to be increased consistent with POL increases.
Notice of non-renewal of POL or Deputy Position	C 58.5 C 62.4	<ul style="list-style-type: none"> The notice period of non-renewal of a deputy principal or POL shall be seven (7) weeks in term time.

Allowances

Issue	Clause (C) Appendix (A) or Schedule (S)	Summary of key changes
Medical Support Visiting Teacher Placed Teacher School Adviser Education Officer Deputy Principal	C 50.4 S 10.2-10.7	All work-related allowances to be increased by same percentage increases as the salary increases, i.e. 1.5% in April and 1.75% in October.
Tool Allowance	C 50.3	<ul style="list-style-type: none"> \$20 per week for a Non-Carpenter or Joiner. \$36 per week for Carpenters and Joiners. Same rates for apprentices. <p>No change to rates during agreement.</p>
Meal Allowance	C 50.2	<ul style="list-style-type: none"> \$22 for all employees where applicable. <p>No change to rates during agreement.</p>
Category B recall allowance	C 25.9 S 10.8	<ul style="list-style-type: none"> Notice of recall must be no later than four (4) weeks into the preceding term. An ES Employee may only be recalled to perform duties consistent with his or her role and ES Employees at Level 1 or 2 cannot be required to work in isolated circumstances or to attend for duty unless a responsible manager is present. <p>Recall allowance is only payable for recall days worked during the gazetted school holidays.</p>

Leave

Issue	Clause (C) Appendix (A) or Schedule (S)	Summary of key changes
Parental Leave	A1	<ul style="list-style-type: none"> An employee may access their paid maternity and adoption leave at half pay (employees receive the same paid entitlement as employees taking leave at full pay). An employee must confirm their intention to return to work in writing as soon as practicable, but not less than one school term prior to intended date of return. Keeping in touch days will be paid with an 18% loading and will not count as service. If a fixed-term employee's due date is within six (6) weeks of the end of their contract, they are entitled to the full 14-week payment as a lump sum at the end of their contract. <p>Reasonable arrangements to be made to facilitate breast feeding on return to work from parental leave.</p>
Long Service Leave	A3	<ul style="list-style-type: none"> Align entitlements in the agreement with the entitlements under the <i>Long Service Leave Act 2018</i> (LSL Act). Employees will be able to apply for periods of LSL of not less than one day. A period of unpaid leave (including parental leave) up to 12 months to count as service for the purposes of LSL accrual. <p>Changes to how ordinary rate of pay determined where mixed full-time and part-time service – creation of an average FTE (no longer separate part-time and full-time 'buckets' of leave). If the average FTE results in the Employee's leave entitlement being less than the LSL Act, then the entitlement to LSL will be calculated as provided for under the Act.</p>
Family and Domestic Violence leave	C 33	<ul style="list-style-type: none"> Inclusion of entitlement to paid family and domestic violence leave of: <ul style="list-style-type: none"> 10 days for teachers and Cat B staff 13 days for Cat C staff 15 days for Cat A staff. <p>Employee who supports a person experiencing family violence may use their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children.</p>
Personal Leave – Teachers	C 30.2	<p>Inclusion of the current guidance material formula for deduction of personal leave for teachers, i.e. deductions will be based on the hours absent during school's instruction time divided by hours of instructional time in a day, multiplied by 7.6.</p>
Sabbatical leave	N/A	<p>Removal of Sabbatical leave (Clause 35).</p>
Union Committee of Management (COM) leave	C 40	<p>An employee elected to the Committee of Management of the Union will be entitled to paid leave to attend COM meetings (normally eight times per year and one day's training).</p>
Cultural and ceremonial leave	C 32	<ul style="list-style-type: none"> Inclusion of paid cultural and ceremonial leave of three (3) days for the purposes of attending community meetings. <p>Entitlement to unpaid leave of three (3) days for ceremonial purposes upon the death of a member of their immediate family or extended family (this is in addition to the entitlement to compassionate leave).</p>
Annual leave accrual	C 25.2	<p>Amendment to confirm that annual leave accrues progressively.</p>

Other Matters

Issue	Clause (C) Appendix (A) or Schedule (S)	Summary of key changes
Part-time employees FTE	C 42.2	All part-time employees' FTE to be rounded up to two (2) decimal places, for example 0.642, becomes 0.65 FTE.
Part-time teachers	C 59.2	<ul style="list-style-type: none"> Re-insertion of the 2008 clause: '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.'
Significant reduction in part-time Employees hours	C 15.2	<ul style="list-style-type: none"> Where a significant reduction in a part-time employee's hours 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 in writing within 21 days of their decision, it will be assumed that the employee has accepted the reduction in hours. <p>Where an employee elects a severance payment the employee will be provided with written notice in accordance with clause 19.</p>
Professional Practice Time	C 60.9	A full-time teacher will be entitled to 20 hours of release (pro rata for part-time teachers) from scheduled class time over the school year for the purposes of additional time to focus on improved delivery of high quality teaching and learning. In the year 2021, employees are entitled to 10 hours in Term 1 and 2.
Transition to retirement	C 41	<ul style="list-style-type: none"> A right to request a secure move from full-time to part-time work for ordinarily one to two years. No variation to time fraction unless agreed. Employee will give notice of resignation effective from the end of transition to retirement agreement. <p>Arrangement can only be refused on reasonable business grounds.</p>
Notice of termination	C 19	Notice of termination for teachers with less than five (5) years in their current school and less than 10 years in Catholic education will be eight (8) working weeks (formerly seven (7) weeks, wholly within one term).
Fixed-term employees	C 11.2	<ul style="list-style-type: none"> Removal of placed teachers and school advisors. <p>Seven (7) term weeks' notice of non renewal of contract to only be provided to employees with contracts of at least 12 months.</p>
Consultative Committee	C 16.2 C 60.2	<ul style="list-style-type: none"> Consultative Committee meetings will be held within or adjacent to the school day and in multi-campus schools, it may include representatives for each campus. Committee to make recommendations regarding email and other communications including, with parents out-of-hours and must make special recommendations where class sizes exceed 26 for Years P-2 and 28 for Years 3-10. Amendment of practical class policy considerations. <p>Committee to meet in Term 4 to discuss schedule of meetings for following year.</p>

Issue	Clause (C) Appendix (A) or Schedule (S)	Summary of key changes
Principals	C 63 C 66	Inclusion of provision relating to advertising principal vacancies and alternative leadership structures – IEU to be consulted.
Education Support and School Service Officers breaks	C 71.3 C 74.9	Amendment of recess provision, clarifying employees are 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 employee's role.
Category B – end of year arrangement's	C 25.10	<ul style="list-style-type: none"> A Category B employee who is required to work beyond the last day of attendance of teachers Term 4, can only be required to perform meaningful tasks which are commensurate with the employee's skill and experience. <p>No change to time off in lieu provisions.</p>
School nurses	C 70.7	<ul style="list-style-type: none"> Inclusion of school nurses. <p>An employee employed as an enrolled nurse will be paid at ES Level 2. An employee employed as a registered nurse will be paid at ES Level 3.</p>

Further Employee Information

Further Employee information includes:

- [Proposed VCMEA 2018](#)
- [Proposed salary and allowances](#)
- [Frequently asked questions about voting.](#)

The Approval Process - Summary

Your principal has been provided with voting guidelines. The broad outline of the stages and the timeline is as follows:

Step	Employer/Principal's obligation	Timeline
1	Agreement information forwarded to all employees to be covered by the proposed enterprise agreement	By Friday 19 October 2018
2	Notice of Employee Meeting distributed	By Friday 19 October 2018
3	Staff meeting – Employees will have an opportunity to review the proposed enterprise agreement and ask questions	Between Monday 22 October 2018 and Friday 26 October 2018
4	Employee meeting where those present vote to approve or not approve the proposed enterprise agreement	Between 9.00 am on Tuesday 30 October 2018 and 1.00 pm on Friday 2 November 2018
5	Principal and union representative count the vote	After: 1.00pm Friday 2 November 2018
6	Principal and union representative forward ballot result to the Industrial Relations Unit at Catholic Education Melbourne	By 5.00pm Friday 2 November 2018
7	Application for Fair Work Commission approval of endorsed agreement	Within 14 days of the closing of the ballot
8	Agreement takes effect	Seven days after the Fair Work Commission approves the Agreement