

CATHOLIC AGREEMENT 2016

IEU CATHOLIC SECTOR CLAIM

PREAMBLE

The IEU has surveyed members and held many meetings across the state to ascertain their priorities for this round of bargaining. This claim, formulated directly out of this extensive consultation and feedback, is based on the fundamental principles of protecting and advancing the employment interests of members and improving teaching, learning and working conditions in Catholic schools. It was debated, amended and unanimously endorsed at a joint meeting of Council on 21 May 2016.

IEU members seek an agreement providing wages and conditions of employment which:

- Are fair, equitable and represent best practice;
- Protect all existing conditions;
- Improve security of employment;
- Cover all employees in Catholic Education schools and central bodies;
- Ensure parity with staff in the Victorian Government sector;
- Recognise and reward the skills, experience and commitment of all staff, including principals, teachers, education support staff, schools services officers and CEO staff;
- Include career structures capable of attracting and retaining highly skilled staff;
- Recognise the changed roles and increased demands placed on staff by new systems, accountability measures, assessment and reporting requirements, curriculum reform and innovation; and
- Balance work with family and carers' responsibilities and personal lives.

Wages, Classification and Allowances

1	All staff (including teachers, principals, deputy principals, education support staff, school service officers and CEO staff) receive at least the same pay increases and adjustments from the same date as staff in the Victorian Government sector. Further, that a more significant differential between primary school deputy principal and primary school principals' wages be created.
2	Reduce steps on Teacher scale and recognise highly accomplished teachers, ensuring years of service are linked to the salary scale.
3	Significant increase to Emergency Teacher pay rates for half-day and full-day (linked to higher level on the teachers' scale). Short-call allowance of \$40 (if given less than 24 hours' notice of engagement).
4	Review classification structures for CEO employees
5	All service as an Emergency Teacher, Casual and Relieving employee to count as service for all purposes.
6	Remove the steps below and the "maximum" barrier in ES Level 3.
7	A significant increase in the minimum pool of monies available to and allocated by schools for Positions of Leadership and increased position of leadership allowances.
8	Increased access to Higher Duties Allowances, payable for shorter periods.
9	Increase all allowances and establish First Aid allowances.
10	Practicum payments to be paid to teachers supervising student teachers.
11	Allowance for new principals to facilitate mentoring support and networking.
12	Increased loading payable to part-time teachers for additional hours worked.

Employment Security

13	Further restrict all modes of casual and fixed-term employment, including at CEOs and remove Category D SSO employment.																		
14	Prohibit the employment of new ongoing staff where fixed-term staff are engaged in the same job role.																		
15	Inclusion of the key employment conditions of principals and deputy principals' contracts. Strengthening of the notice and contract renewal provisions.																		
16	Increased notice of changes (including increase or reduction of hours, change of days, non-renewal of POL, non-renewal of fixed-term contract).																		
17	Review of Redundancy provisions to provide greater security and certainty. Requirement to consult where major change is being considered.																		
18	Increased compensation for all staff made redundant after service in Catholic education.																		
	<table border="1"> <thead> <tr> <th>Period of continuous service</th> <th>Severance pay (Under 45 years)</th> <th>Severance Pay (Over 45 years)</th> </tr> </thead> <tbody> <tr> <td>Less than 1 year</td> <td>nil</td> <td>nil</td> </tr> <tr> <td>1 year but less than 2 years</td> <td>4 weeks</td> <td>5 weeks</td> </tr> <tr> <td>2 years but less than 3 years</td> <td>7 weeks</td> <td>9 weeks</td> </tr> <tr> <td>3 years but less than 4 years</td> <td>10 weeks</td> <td>13 weeks</td> </tr> <tr> <td>4 years and over</td> <td>3 weeks per year of service (capped at 60)</td> <td>4 weeks per year of service (capped at 80)</td> </tr> </tbody> </table>	Period of continuous service	Severance pay (Under 45 years)	Severance Pay (Over 45 years)	Less than 1 year	nil	nil	1 year but less than 2 years	4 weeks	5 weeks	2 years but less than 3 years	7 weeks	9 weeks	3 years but less than 4 years	10 weeks	13 weeks	4 years and over	3 weeks per year of service (capped at 60)	4 weeks per year of service (capped at 80)
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19	Agreed processes to deal with employee grievances generally.																		
20	Any contractor's/agency's employees (e.g. grounds and maintenance) must be paid no less than is payable under the Agreement.																		

Part-Time Work

21	The time fraction of part-time employees to be fixed and constant over a fortnightly period calculated to one decimal point. A teacher who works 0.4 to 0.6 time fraction cannot be required to attend for duty on more than three days a week. A teacher who works 0.7 to 0.8 time fraction cannot be required to attend for duty on more than four days per week. These limits will apply unless otherwise agreed after consultation with the specific teacher. This consultation shall be conducted within a reasonable time frame.
22	During a school year, a prohibition on any splitting of shifts, variation to hours or change in the days and times on which work is performed without the consent of the employee.
23	The right for all employees to undertake secure part-time employment for transition to retirement and other personal reasons.
24	Preference to current part-timers for additional ongoing and ad-hoc hours at their workplace.
25	Release time for part-time teachers to be pro-rata that of a full-time teacher at their school.
26	A part-time teacher shall be expected to perform a proportional number of duties normally expected of a full-time teacher in that school; i.e. yard supervision, staff meetings, parent teacher meetings.

Leave

27	An increase in paid Partner Leave to ten days.
28	Double the period of paid parental leave at half pay.

29	Eligibility for parental leave to be 6 months' service in the previous 12 months.
30	Parental leave counts as service for second period of paid parental leave (i.e. no requirement to return from the first period to be eligible for second period of paid parental leave).
31	One hour paid break per day for the purpose of breast-feeding and associated flexible working arrangements for eligible employees.
32	Access to shorter periods of Long Service Leave. Removal of prohibition on working during LSL.
33	Compassionate leave increased to 5 days.
34	Special leave or flex days for purposes other than personal leave / compassionate leave (e.g. attendance at close friends' funerals, major family events such as graduations or weddings).
35	An additional week's paid annual leave for all employees in receipt of 4 weeks' annual leave and Category C employees.
36	Equitable arrangements for Category C ES where public holidays fall during paid school holidays.
37	Clarification of provisions on Category B ES working weeks and recall including no work in isolation, meaningful relevant work and longer notice of recall.
38	Family violence leave – 20 days per year (non-cumulative) for employees experiencing family violence (as defined, <i>Family Violence Protection Act 2008</i>). Access to carer's leave for support persons.
39	Cultural and ceremonial leave for employees of Aboriginal or Torres Strait Islander descent.
40	Six weeks' paid leave for primary principals with payment of all necessary and reasonable expenses incurred, in order to participate in education-related professional development. e.g. Enrichment Leave

Consultation and Representation in the Workplace

41	Clearer provisions on Consultative Committees to ensure proper consultation with support staff.
42	Consultative Committee meetings to be held within the normal school timetable. Adequate time for committee members to plan and consult.
43	Additional Union rep on the Committee and develop a prescribed structure for multi-campus schools with the same ratio.
44	Consultative Committee to be further empowered to make binding recommendations on all matters affecting workloads and arrangement of work including: <ul style="list-style-type: none"> • electronic communications • meetings • assessment and reporting to parents • organisation of ES work • workforce and long-term planning including numbers and reasons of staff on fixed-term contracts; and • organisation of the school day.
45	Where there are classes with special needs students (funded and unfunded) the CC must make recommendations of additional support for the teacher. See also Claim 54.
46	Leave to attend Union-provided training for employee reps on the Consultative Committee.
47	Release for participation in Union committees and training. Workplace Reps and OHS Reps to be given release time and assured access to facilities.

Workloads

48	A reduction in scheduled class time (to at least retain parity with the government sector) and clarification of the inclusion of supervised lunch-eating (primary).
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49	A reduction in scheduled class time of 1 hour per week for teachers in their second year who have not yet gained full registration, and a corresponding reduction in other duties such as supervision and extras.
50	Reduction in scheduled class time of 2 hours per week for Teacher Mentors mentoring a graduate teacher in their first year of employment, and one hour per week in the second year, if the graduate has not yet reached full registration.
51	Guaranteed preparation/release time by capping the scheduling of non-classroom duties and meetings. Cap on meeting times and removal of non-essential duties.
52	Yard duty: maximum of one half-hour shift in any working day; weekly maximum of 45 minutes; pro-rata weekly maximum for part-time staff.
53	Recognition and compensation, e.g time off in lieu for teachers participating in overnight camps, extended school programs such as parent-teacher evenings, weekend activities (e.g masses, performances) and relief staff to facilitate this.
54	Minimum breaks between shifts for ES and SSOs (e.g. if attending events and camps).
55	Reductions in class sizes: <ul style="list-style-type: none"> • P-2 - maximum of 23 students • Years 3 -10 - maximum of 26 students • Years 11-12 - maximum of 24 students • VCAL and practical/technical classes – maximum set by consultation, with no classes of more than 18 students. A definition of practical classes to be included. • Specialist schools / flexible learning centres – maximum of 10 students; and • Classes with special needs students to be reduced by three for each special needs student.
56	Under no circumstances can class sizes agreed to be increased above these maxima, with the exception of class size reductions agreed to at the Consultative Committee level for the purposes of practical classes.
57	Specified minimum paid rest breaks for all staff. Lunch break between 11.00am and 2.30pm.
58	Emergency Teachers to have two paid breaks in a full-day engagement, one of which is a lunch break of no less than 30 minutes. No more than one yard duty per day.
59	Inclusion of the working conditions of staff in special schools and flexible learning centres.

Staffing and System Improvement

60	Release and payment of costs to attend relevant PD as identified by the member. Part-time staff may elect, and be paid, to attend any whole school PD which is available to full-time staff.
61	Employer directed professional development to take place within the school day, with all costs, including reasonable accommodation provision, to be met by the employer.
62	PD allowance for Emergency Teachers. Emergency Teacher access to school and system-provided PD.
63	Improve the global funding model for primary schools to remove the disincentive to employ more experienced staff.
64	Executive assistance for each primary principal. Additional budget allocation for primary principals to use at their discretion to professional services such as media, marketing, financial services and specialist assistance. Adjustment of the funding model to deliver this.
65	Process for advertising and filling positions including preference to existing staff for ongoing positions.
66	Facilitation of temporary secondments between schools of experienced teachers and leaders.
67	The establishment of a cross-Diocesan/IEU Working Party to tackle issues of governance, leadership development and succession, and principal wellbeing.
68	All improvements to wages and conditions to be fully funded at the actual cost of provision in each school.
69	That every school library must be staffed by a fully trained teacher-librarian.