

MULTI EMPLOYER AGREEMENT 2008 – 2011 FRAMEWORK OF AGREEMENT

1. Wages and Further Increases

Wages rates for all staff are set out in tables on the VIEU website. In the new Agreement, many staff: including teachers, deputy principals, principals and CEO staff; will translate to a revised salary scale with effect from May 2008. The date of effect for salary increases or any translation to revised salary structures is the first full pay period commencing on or after 1 May 2008. The operative dates for subsequent increases in rates of pay are 1 January 2009, 1 January 2010 and 1 January 2011.

In the event that there is no new Agreement by 1 January 2012, all rates will increase by the same percentage as that applied to rates for teachers in Government schools from the same date.

2. Lump Sum Amounts

One-off lump sum amounts between \$650 and \$2000 will be paid to most teachers, and all principals, deputy principals, School Officers, Schools Services Officers and CEO staff, consistent with payments agreed in Government schools. The payments are shown on the salary tables for each category and are available on the website.

3. Positions of Leadership

The POL Allowances at levels 1 – 4 will be increased by 4.9%, 2.71%, 2.71% and 2.71% over the life of the Agreement. The Agreement will provide that allowances for Positions of Leadership above POL 4 will be determined at the local level with no cap at the upper limit. However, all current POL 5s and 6s must be maintained at their current allowance level which will be adjusted by the same percentage increases at the same time as other POLs for the duration of their appointment.

The POL Pool, which is the minimum amount to be expended by schools on Positions of Leadership, will increase by 4.9%, 2.71%, 2.71% and 2.71% over the life of the Agreement.

4. Common Progression Cycle

In 2008 employees will progress as usual on their anniversary date. From 2009 onwards, a common progression cycle will be implemented with incremental progression for all staff effective from 1 May in that year. All employees, including part timers no matter their time fraction, with no less than four months experience in the preceding 12 months will progress from 1 May. Those with less than 4 months service will wait until the following May.

A one off transition payment will be made to those employees whose salary progression would be delayed beyond 12 months as a result of the implementation of the common progression cycle on 1 May 2009. This payment will be equivalent to the difference between the number of days the increment has been delayed and the new 1 May increment.

Graduate teachers who commence employment at G-1 prior to 1 May in any year progress to G2 with effect from May in the following year. As they will have been at G1 for more than 12 months they will be paid a lump sum compensatory amount.

5. Assessment of Experience

After the Agreement commences, teachers who have been employed outside Catholic education who are entering the system and teachers currently on fixed term contracts who enter into a new contract, will have their salary assessed in line with the same approach to consideration of years of experience as in the Government sector.

For example, if you are on a fixed term contract and currently on Level 1-6, you will translate to A-2 with effect from May, but when and if your contract is renewed, your experience will be re-assessed and your 6 years of experience will place you 6 steps up the new scale which is now A4, an effective 2 increment jump in your wage.

Teachers coming from outside Catholic education but with previous experience will be assessed in the same way: they will count up years of service from G1, the new first step on the scale. This is consistent with the effect of the new translation scale in the Government sector.

Teachers currently employed in Catholic schools who translate to the new scale in 2008 and who later move between Catholic schools will not be re-assessed for salary purposes.

6. Allowances

The overtime penalty for SSOs will be increased from time plus 33% to time plus 50%. The meal allowance will be increased from \$12 to \$15 per meal. The tool allowance will be increased from \$8 to \$13 per week. The on-call allowance will be increased to \$10.60 from Monday - Friday and \$21.10 on weekends. The School Officer Medical Intervention Allowance will be increased from \$465 to \$549. The on-call allowance and medical intervention allowances will also increase over the life of the Agreement.

7. Maternity Leave Payment

The maternity leave payment will be increased from 9 weeks to 14 weeks (OTE) with a 12 month qualifying period for each confinement. To qualify for a payment for a subsequent pregnancy, employees will need to have returned to employment for 12 months. Subsequent payments will be 14 weeks at the rate applicable at the time of taking that period of leave, that is, if the return to work is part time the payment will be at the part time rate.

The Agreement will also clarify the right for employees on maternity leave to work for another employer in Catholic education.

8. Long Service Leave

Employees will be able to access long service leave after 7 years. The gap in service allowed before continuity of service is broken will be extended from 1 year to 2 years. The Agreement will also provide the capacity to cash out up to 10 weeks of Long Service Leave and remove the requirement that cashing out occur in conjunction with the taking of leave.

9. Annual Leave Cash Out

Category A School Officers and School Services Officers will be able to cash out Annual Leave with the agreement of their employer.

10. Salary Maintenance/Compensation for Principals

The salary maintenance/compensation provisions currently applicable to Secondary Principals will be applied to primary principals. Salary maintenance is the difference between the salary of any new position and the final salary of the principal's position where a principal is seeking re-appointment to a further contract position with their employer, but is not re-appointed. It continues for 12 months where a principal has had a minimum of seven years in contract, and 24 months where the principal has completed two or more contracts of at least 12 years duration. Alternatively, a principal may take a lump sum payment of 6 months after one contract of 7 years or 12 months following two or more contracts.

11. Due Process

Due Process clause to be amended to provide that the employer should in the first instance hold discussions with employees prior to instigation of Due Process.

12. Consultative Committees

The 'default' composition of Consultative Committees will be amended to provide equal numbers of employer nominees and staff nominees by reducing from 2 to 1 the number of staff nominees elected by and from the staff. This reflects the Consultative Committee structure in Government schools.

A clause on genuine consultation will be added to the preamble of the Consultative Committee provisions. This clause clarifies that whilst the principal has ultimate operational responsibility for the school, consultation must provide staff with a genuine opportunity to influence the decision maker and that staff must be able to have input into decisions that affect their working life.

A provision that consideration is given for additional support for teachers of classes in P-2 above 26 and 3-12 above 28 will also be inserted into the Consultative Committee provisions.

13. Accident Make-Up Pay

The Accident Make-Up Pay provision is amended to ensure that employees have access to accident make up pay from the date of their injury not two weeks later as is currently the case.

14. Fair Pay Standard Hours

Provisions relating to the Australian Fair Pay and Conditions Standard regarding hours of work will be inserted into the Agreement. The standard comprises a 38 hour week plus reasonable additional hours requested or required by the employer. The Agreement will provide for averaging of the standard 38 hours of work over a term for teachers but also acknowledges that there is no set attendance requirement and that work may be performed from time to time at the employee's home.

15. No diminution of existing conditions

The new Agreement will also include all other Award and current Agreement conditions not amended by the above and able to be included in a new Agreement by law.

16. Term of Agreement

The Agreement will come into effect from the conclusion of the formal processes and expire on 31 December 2011.

17. Memorandum of Understanding

The parties have agreed that the following matters will be contained in a Memorandum of Understanding between the parties:

17.1 Trade Union Training Leave

Paid leave to attend trade union training of one day per year will be available in each school for the designated VIEU Rep.

17.2 Notice Period for a Return to Work

The parties agree that employees who wish to return to work following a period of maternity leave should provide at least seven weeks notice of a return and should commence only from the commencement of a school term or preferably from start of the school year.

17.3 Investigation into safety/wellbeing

The parties have agreed to examine the issues surrounding students, parents and guardians who may pose a risk to staff safety or wellbeing and how this issue can be handled in schools.