



WITHOUT PREJUDICE

## CECV – EMPLOYER LIST OF ITEMS FOR EB NEGOTIATIONS

### PREAMBLE

The following claims have been prepared following advice from the Australian Workplace Authority, and from Parish Priests and Principals of Catholic schools across Victoria.

#### 1. CHANGES REQUIRED BY THE WORKPLACE RELATIONS ACT

- a. **Insert a clause into the Agreement that reads as follows:**  
*'Nothing in this agreement will operate to provide a less favourable outcome in a particular respect than that provided by the Australian Fair Pay and Conditions Standard'.*
- b. **Carer's Leave**  
Amend clause 14.5.4(b) of the template MEA by deleting the words 'Carer's leave does not accrue..' at the beginning of that clause, and replacing them with the words 'The unused entitlement to take personal leave as carer's leave under 14.5.4(a) which is in excess of the entitlement under the Australian Fair Pay and Conditions Standard does not accumulate ..', and further inserting at the end of clause 14.5.4(b) the words '..as provided for by clause 14.5.1 of this agreement'.
- c. **Notice of termination by employee**  
Amend clause 25.4.2 of the template MEA to read:  
*'Where an Employee fails to give at least four weeks' notice, or in respect of School Officers and School Services Officers such lesser period of notice as the Agreement requires, the Employer shall, subject to the minimum requirements of the Australian Fair Pay and Conditions Standard, have the right to withhold from moneys due up to an amount equal to one week's ordinary time rate of pay for each week of the required notice not given.'*
- d. **Rostered Days Off – School Service Officers**
  - i. Delete clause 55.1.1(l) of the template MEA
  - ii. Provide in clause 55.1.1(j) of the template Agreement that an employee is to provide notice in advance of request to substitute a rostered day off with another day

**e. Hours of work for catholic education employees:**

A clause be inserted recognising a 38 hour week for all employees which would also be used as a standard for the calculation of a part time fraction. The clause would also recognise reasonable additional hours for identified categories of employees (primarily those in higher grades or classifications) and averaging of hours over the year for weeks other than annual leave

(That the clause also is used to meet any requirements under the Workplace Relations Act and accompanying regulations and/or that will be consistent with a Labor Government guarantee of a 38 hour working week as part of a minimum standard identified in its 10 National Employment Standards.)

**f. Definition of School Holidays**

- Insertion of a school holidays definition that relies on the school holidays being identified as the period between school terms as determined by the Victorian Government.
- A clause that clarifies that time off work during School holidays is not a form of annual or other leave except for 4 weeks taken during School Holidays.

**g. Insertion of variation to School Holidays**

A Clause to be inserted that provides for a School Principal to vary School Holidays for up to two weeks either side of identified School Holidays with the following provisos;

- That at least one school term notice period required.
- Variation cannot result in any decrease of the total number of days of the School Holidays determined by the State Government;
- That any such variation is the subject of consultation at local level through the Consultative Committee process.
- An amending clause providing that Teachers who work for the whole of the particular School's year shall receive full entitlements with respect to school holidays and Annual Leave.

**2. VICTORIAN GOVERNMENT SCHOOLS NEGOTIATIONS**

The CECV reserves the right to amend this claim following the outcome of Victorian Government negotiations to include any offsets agreed by the AEU in return for wage increases and changes to conditions of employment.

### 3. **SCHEDULED CLASS TIME ADJUSTMENT:**

Insertion of an extra sentence into Appendix 7 that 'the following are not part of scheduled class time: -

Third dot point adjusted to be read as;

- student recess and supervision of students in classroom while they are eating lunch or on wet days, and lunch breaks including those held in classrooms;

### 4. **CONSULTATIVE COMMITTEE CLAUSE AND ARRANGEMENTS:**

#### a. **Managerial prerogative**

The Consultative Committee (CC) clause is redrafted to recognise the 'managerial prerogative' of the relevant Principal. This would include a staged process for the operation of the CC where the relevant issues are discussed and considered with the ultimate determination being undertaken by the Principal.

#### b. **Terms of Reference**

The terms of reference identified by the Consultative Committee in the preamble to be clarified to ensure that the appropriate issues provided by the clause are the matters that are dealt with.

#### c. **Restructure of the Consultative Committee:**

That the Constitution of the Consultative Committee be redrafted to provide a proper balance of employee representatives and School representatives.( 6 members in total) This would entail that a Consultative Committee would consist of:

- The Principal
- 2 nominees of the Principal
- a nominee of the VIEU
- two other members of staff elected by and from the staff

Where the Consultative Committee comprises of lesser numbers it shall have equal representation between the Principal and their nominee(s) and the employees nominee(s)

### 5. **FAMILY LEAVE**

#### a. **Redraft of the Maternity Leave arrangements:**

That the maternity leave provisions with respect to Parental Leave are renegotiated.



**b. Calculation of sick leave;**

That sick leave entitlements to be accrued on a pro rata basis in accordance with the Workplace relations Act rather than being provided with the annual entitlement up front.

**c. Sick Leave Certificate;**

That the Principal be given the right to have a School appointed medical practitioner to approve the continued absence of an employee who has been on sick leave for more than 13 weeks

**10. INCREMENTAL PROGRESSION AND SALARY****a. Incremental Progression;**

The following changes be incorporated into the Agreement for the purposes of progression;

- That the increments be obtained after 12 months subject to an annual review meeting being conducted.
- The removal of lesser incremental progression timeframes for those working less than .4 in respect of part time teachers
- That a teacher cannot progress backwards in regard to their increments regardless of how long the length of absence from teaching.
- That an approved extra qualification for the purposes of attaining an extra increment must be a qualification of at least AQF 5 (Australian Qualifications Framework)

It should be noted that none of these arrangements can have retrospective application.

**11. SCHOOL OFFICER AND SCHOOL SERVICES OFFICER CLASSIFICATIONS:**

During the life of the Agreement the CECV will conduct a review of SO and SSO classifications taking into consideration market movements and the remuneration of identical positions in other school sectors. The review will form the basis of a new classification structure if required.

**12. ACCIDENT MAKE UP PAY:**

That the first two weeks of a Workcover absence is deducted from sick leave credits in accordance with existing practice.