

## **VIEU CATHOLIC SECTOR CLAIM 2007**

### **Preamble**

This claim has been formulated following consultation with VIEU members and is underpinned by a number of principles which VIEU believes are fundamental to the employment interests of members working in Catholic education and are consistent with a commitment to improve the teaching and learning conditions in Catholic schools.

These are

- No diminution of existing conditions.
- A commitment to parity of wages, employment conditions, and teaching and learning conditions for staff employed in Victorian Government schools.
- Salaries and conditions which recognise and reward the skills, experience and commitment of all staff, principals, teachers, school officers, schools services officers and education support staff.
- The need to attract and retain highly skilled staff through a transparent and well remunerated career structure from beginning teacher through to senior school leadership, and for staff employed in an education support role.
- Recognition of the increased demands placed on schools by new accountability measures, assessment and reporting requirements, curriculum reform and innovation.
- Security of employment and the provision of working conditions for all staff which are fair and equitable and represent best practice.

The claims set out herein are made in addition to existing entitlements prescribed in *The Victorian Catholic Schools and Catholic Education Offices Award and Agreement* or their successors; any Memorandums of Understanding binding on the Agreement parties.

### **Section One: Remuneration**

VIEU members hold strongly to the principle that staff in Catholic schools should never be paid less than their counterparts in Victorian Government schools. In order to attract, retain, recognise and reward highly skilled and committed staff, employers in Victorian Catholic education must ensure that salaries at all levels and for all classifications of employees are competitive and equitable and that appropriate relativities are established and maintained. Allowances paid should recognise the additional responsibility of the role or task and the attendant increase in workload. Accordingly, VIEU members claim the following:

#### **Wages**

1. All teaching staff, principals, deputy principals, CEO and CECV staff, school officers and schools services officers receive at least the same pay increases and adjustments from the same date as staff in Victorian Government Schools (VGS).
2. Salaries for all principals and deputy principals be adjusted to ensure equity of salary for corresponding positions in VGS.
3. The establishment of appropriate relativities between rates of pay between principals and deputy principals to accurately reflect work value.
4. Rates of pay for school officers be adjusted to ensure equity of salary with corresponding classifications in VGS and to ensure an appropriate career path.
5. Rates of pay and overtime rates for schools services officers be increased to provide appropriate rates at each level in comparison to rates paid in other industries.
6. Remove the current cap on 2 year trained teachers progressing through the incremental scale subject to an Annual Review Meeting.
7. Reassess and adjust the rate for emergency teachers and increase it in line with periodic percentage adjustments to other rates.
8. Rates of pay for CEO and CECV staff be set and maintained at levels at least equivalent to those paid to Departmental staff with commensurate responsibilities.
9. Provision for a designated and appropriately remunerated deputy principal in schools of less than 150 students.

#### **Allowances**

10. An increase in the pool of monies available to and allocated by schools for Positions of Leadership to accommodate increased rates, number and classification of positions and associated workload. Such increases to redress the inherent inequities arising from the current mechanism that allocates funds on enrolment numbers and to match for primary schools that made available to secondary schools.

11. An increase in position of leadership allowances to provide real career path incentives for staff and which are appropriate to the additional workload and responsibilities with the lowest allowance provided not being less than the allowance currently allocated to POL 2. Such allowances to be increased over the life of the Agreement and indexed to wage increases at a minimum.
12. Higher Duties Allowances to become operative the day an employee has to relieve another employee at a higher level.
13. An increase in the tool, meal and clothing allowances for SSOs to reflect comparable standards in other industries.
14. The provision of laptop computers to staff on at least the same basis as is available to staff in VGS.
15. The provision of at least one fully maintained vehicle per school, where such provision is not already made for use at the discretion of the principal.
16. The payment of an allowance of \$500 per annum to any staff member designated as a First Aid Officer.
17. Fee discounts for staff whose children attend Catholic schools.
18. An ex gratia payment, on retirement, to staff members in recognition of their long standing service and commitment to Catholic education of 10 weeks' pay after 20 years and 20 weeks' pay after 40 years.
19. Public holidays to be taken in lieu where they fall in annual leave for Category C school officers.

### Superannuation

20. The matching, for all staff, of any increase in employer superannuation contributions achieved in VGS.

### Redundancy

21. Compensation, in addition to the existing conditions, for staff who are made redundant following significant periods of service in Catholic education as follows:

Period of continuous service	Severance pay (Under 45 years)	Severance pay (Over 45 years)
10 years and over	25 weeks	31.25 weeks
15 years and over	34 weeks	42.5 weeks
20 years and over	42 weeks	52 weeks

22. Payment to principals on non-renewal of contract and inability to find another position to be increased in accordance with the new limits claimed above.

## Section 2: The Teaching, Learning and Working Environment

The demands on schools and their staff have been unprecedented and have impacted on all staff. Accountability requirements, testing, implementation of a new statewide curriculum, a new reporting system, greater parental, community and government scrutiny and expectation have contributed to workload intensification for principals, teachers and support staff. The few improvements in teaching and learning conditions achieved over the last decade do not adequately compensate for the significantly higher and more complex workloads experienced by staff in Catholic schools. Working conditions, and therefore teaching and learning conditions, in Catholic schools are inferior to those in VGS. The critical areas are class sizes, scheduled class time and meetings.

Accordingly, VIEU members claim:

23. An acknowledgment by the employer that there has been a significant increase in workload and work intensification for all employees.
24. Genuine consultation and appropriate support to be provided around any sector, state-based or government initiatives.

### Scheduled Class Time

25. A reduction in scheduled class time (SCT) as follows:
 

Secondary	18 hours
Primary	21 hours and 45 minutes
Graduate Teachers	SCT reduced by 2 hours per week plus corresponding reduction in other duties such as supervision, extras
Mentors	SCT reduced by 1 hour per week
26. Ensure that **all time** a teacher is required to supervise students (other than rostered yard duty) is counted as scheduled class time.

27. A minimum of one designated report writing day each semester and the infrastructure provided to staff be sufficient to enable report writing from home and at school.
28. Sufficient time allocation for teacher librarians in primary schools so as to maintain an equitable balance between library administration and teaching time.

### **Class Sizes**

29. Reductions in class sizes as follows  
P-2                    maximum of 23 students  
Years 3 -10        maximum of 26 students  
Years 11-12        maximum of 24 students
30. A requirement that the average class size in each school must reduce over the life of the Agreement, unless that school is already operating with an average class size at or below the average class size in a VGS.
31. The tightening of provisions which currently allow local variation in particular circumstances to the class size caps and improved compensation for teachers where this occurs.

### **Staff and Student Support**

32. The provision of additional negotiated support for classes with unfunded special needs students.
33. An agreed management protocol between the CECV and the Union to deal with students and/or parents/guardians of students who represent a serious/significant risk to the physical and/or emotional wellbeing of the staff, other students or the student themselves. The protocol is to include a time-line for the satisfactory resolution of the issue and the provision for the withdrawal of enrolment of student(s) should issues not be satisfactorily resolved within the limits of the time-line.
34. The provision of additional support (eg. class release in lieu) for co-curricular activities such as camps or sacramental programs.

### **Meetings**

35. Cap time spent on staff and faculty/department meetings at two hours per week, immediately adjacent to the school timetable, and limit "other" meetings, including those held within the school day, to a maximum of one hour per week.

### **Staffing Levels**

36. An increase in the primary staffing schedule and GAC funding for secondary schools so that class size and scheduled class time reductions can be made, additional support can be provided, and the particular needs of small schools are taken into account.
37. An increase in the resources available through Column C of the primary staffing schedule and corresponding increase in GAC secondary in recognition of significantly increased and more complex administrative requirements in Catholic schools.
38. That appropriate numbers of school support and school services officers be employed in relation to the school population and across key areas such as IT, Library, Reception, AV, Maintenance and Technical support. Further, that the needs of each area be addressed in accordance with industry standards or, where there are no such standards, by VIEU in consultation with stakeholders.

### **Professional Development**

39. Additional provision of professional development and staff training be made for all staff with the introduction and implementation of any school based, sector or statewide initiatives.
40. Employer directed professional development to take place within the school day, with all costs, including reasonable accommodation provision, to be met by the employer.
41. Paid leave for relevant external professional development be made available for all staff on an equitable basis.
42. Codify existing arrangements for Principal Enrichment Leave in the Agreement and extend access on an equitable basis to other staff in senior leadership positions.
43. Additional funding to establish a school based Leadership Development Allowance to provide for leadership induction, support, and professional development for persons in senior leadership positions.

### **Consultation in the Workplace**

44. Consultative Committee provisions strengthened to allow the Consultative Committee to utilise the dispute settling provisions in the event that the principal makes a decision inconsistent with its recommendations.

45. Consultative Committee provisions amended to include the planning and organisation of the program of instruction and development of workforce plans in matters around which the Consultative Committee may make recommendations.

### **Section 3: Career, Work, Life and Family**

A career in Catholic education should recognise that at different times in employees' lives there will be different needs. Fundamental are employment security, the provision of a career path that has no obstacles for those balancing family or carers' responsibilities, and the capacity for the system to be more accommodating of part-time employment.

Accordingly VIEU claims:

#### **Employment Security**

46. Acknowledgment by the employer that Due Process will not be instigated unless there are serious and substantiated concerns regarding an employee's performance which have previously been raised.
47. The inclusion in the Agreement of the key employment conditions of principals and deputy principals' contracts. Strengthening of the notice and contract renewal provisions to provide for greater employment security.
48. Stronger protection and improved conditions for fixed term employees including severance pay on non-renewal of extended contracts and unqualified preference for ongoing employment.
49. Increased notice of the non-renewal of POL tenure to mitigate against the effects of a reduction in salary.

#### **Parental Leave**

50. An increase in paid maternity and adoption and permanent care payment to 14 weeks at the rate applicable to an employee's substantive position, counted as service for all purposes, in respect of every pregnancy.
51. An increase in Paid Paternity Leave to 10 days, with such leave distinct from Carer's Leave.
52. Paid leave of 37.5 hours a year for employees who are undergoing assisted conception (eg. GIFT, IVF) in order to attend appointments.
53. Paid leave to attend compulsory appointments associated with adoption.
54. For employees who return to work and are still breastfeeding, a right to a designated private amenity and appropriate time for expressing and storage of milk.

#### **Carers' Leave**

55. Increase the number of days able to be taken from accrued sick leave as carers' leave.

#### **Part-Time Work**

56. More opportunity and greater protection for employees seeking to work part-time, or returning to work part-time following a period of parental leave, by limiting the number of days required to be worked, ensuring a minimum number of hours to be worked on any day and prohibiting the splitting of work performed on any given day.
57. During a school year, a prohibition on any variation to hours or change in the days and times on which work is performed without the consent of the employee.
58. Between school years, a greater onus on the employer to demonstrate that any variation in hours, other than variations at the request of the employee or agreed to by the employee, is absolutely necessary.
59. Where any demonstrably necessary variation in hours is implemented, improved notice and compensation be provided including access to a redundancy option at the employee's election.

#### **Emergency Services Leave**

60. An employee with community responsibilities as an emergency volunteer to have the right to an agreed limited period of paid leave of up to 5 days and an extended period of unpaid leave to undertake any training or fulfil this commitment.

#### **Long Service Leave**

61. Access to pro-rata long service leave after 7 years.
62. Increase the gap in service to two years in Long Service Leave provisions.