

### VIEU CATHOLIC SECTOR CLAIM

#### Preamble

This claim was formulated following extensive consultation with VIEU members. It is based on the fundamental principles of protecting and advancing the employment interests of members, and improving teaching and learning conditions in Catholic schools.

We seek an Agreement that ensures wages and conditions of employment which:

- Properly cover all employees of schools and central bodies including the CEO and CECV;
- Do not diminish existing conditions;
- Deliver parity with staff in the Victorian Government sector;
- Recognise and reward the skills, experience and commitment of **all** staff, including principals, deputy principals, teachers (including emergency teachers), education support staff (school officers and schools services officers) and CEO and CECV staff;
- Include career structures capable of attracting and retaining highly-skilled staff and which provide opportunities for advancement;
- Recognise the changed roles and increased demands placed on staff by new systems, accountability measures, assessment and reporting requirements, curriculum reform and innovation;
- Recognise the particular demands of small and medium school leadership;
- Provide security of employment;
- Allow people to balance work with family, carer and personal responsibilities; and
- Are fair, equitable and represent best-practice.

These claims are made in addition to existing entitlements under the *Victorian Catholic Education Multi-Employer Agreement 2008* and the Memorandums of Understanding binding on the Agreement parties.

#### Wages and Classification

1. All staff receive at least the same pay increases and adjustments from the same date as staff in the Victorian Government sector.
2. New classification structures for all staff that ensure appropriate relativities between rates of pay and that properly reflect work value, and better reward the attainment of additional qualifications.
3. Recognition of casual service, interstate and overseas service, and service in an “acting” position.
4. Superannuation to be paid to emergency teachers for every day of work and a record of all days worked to be provided.
5. Primary deputy principals to be paid a salary equal to E4 plus the allowance, not a separate allowance.
6. Better processes and provision of information where classification level is based on projected enrolments.

#### Allowances

7. An increase in the pool of monies available to and allocated by schools for Positions of Leadership (POL) and increased POL allowances.
8. Increased Higher Duties Allowances, payable for shorter periods.
9. Increased tool, meal and clothing allowances.
10. First Aid Allowance for designated First Aid officers.
11. 50% fee reduction for children of employees attending any Catholic school.
12. Appropriate reimbursement for CEO staff for the cost of resources required to undertake their work.

- 13. Provision of primary principal's discretionary allowance of \$10 000 (regardless of school size).

**Employment Security**

- 14. Clearer limits, stronger protection and improved conditions for fixed-term employees including improved notice provisions, severance pay on non-renewal of extended contracts and unqualified preference for ongoing employment.
- 15. 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 their greater employment security.
- 16. Increased notice of the non-renewal of POL tenure to mitigate against the effects of a reduction in salary.
- 17. No obligation upon a redundant employee to accept an alternative position.
- 18. Increased compensation for staff made redundant after significant periods of service in Catholic education:

<b>Period of continuous service</b>	<b>Severance pay (Under 45 years)</b>	<b>Severance pay (Over 45 years)</b>
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

- 19. Proper agreed processes to deal with concerns over workplace bullying and harassment.

**Part-Time Work and Work/Life balance**

- 20. A minimum number of hours to be worked on any day. Part-timers on 0.61 – 0.8 FTE to work on not more than 4 days per week; 0.41 – 0.6 FTE on not more than 3 days and 0.0 – 0.4 FTE not more than 2 days unless agreed in writing.
- 21. During the school year, no change in the days and times on which work is performed without the consent of the employee. Between school years, better consultation with employees regarding any proposed change to days and times of work.
- 22. No variation in part-time fraction without written agreement of the employee.
- 23. The right to work part-time for legitimate personal and family reasons.

**Parental Leave**

- 24. Paid maternity, adoption and permanent care leave of 14 weeks at the rate applicable to an employee's substantive position, counted as service for all purposes, in respect of every pregnancy. No discounting against any Government scheme.
- 25. 10 days paid paternity leave, distinct from carer's leave.
- 26. Paid leave equivalent to 5 days per year for employees to attend medical appointments associated with pregnancy, pre-conception and appointments associated with adoption.

**Other leave**

- 27. Access to Long Service Leave (LSL) after five years. Clearer entitlements to take accrued LSL.
- 28. Remove the cap on the number of days able to be taken as carer's leave from accrued personal leave.
- 29. An employee with community responsibilities as an emergency volunteer to have the right to paid leave of up to 5 days and an extended period of unpaid leave to undertake any training or to fulfil this commitment.

30. Delete the recall provisions for Category B School Officers. Equitable leave arrangements for Category C School Officers within schools where public holidays fall in leave periods.
31. Family Violence Leave – 20 days per year (non-cumulative) for employees experiencing family violence (as defined, *Family Violence Protection Act 2008*). Access to carer's leave for support persons.
32. Up to 5 days' paid leave to defend homes and property against natural disasters / emergencies.
33. More flexibility for CEO staff regarding the taking of annual leave.
34. Personal leave for mediation or court matters.

### Consultation and Representation in the Workplace

35. Consultative Committees to be further empowered to make recommendations on the planning, staffing, organisation and implementation of the teaching and learning program; and the composition of selection and other panels.
36. The establishment of consultative processes and structures for education support staff on workplace matters including planning, staffing, the use of fixed-term appointments; organisation of work, including time in lieu; the assignment and allocation of duties; and the composition of selection and other panels.
37. The establishment of consultative processes and structures for CEO/CECV staff on workplace matters including planning; staffing; organisation of work, including the assignment and allocation of duties; and the composition of selection and other panels.
38. Consultative Committee meetings to be held within the normal school timetable. Adequate time for committee members to plan and consult.
39. Access to the dispute settling provisions in the event that the principal makes a decision inconsistent with the recommendations of the Consultative Committee
40. Genuine consultation around any sector, state-based or government initiatives.
41. Strengthened rights to be represented by the Union.
42. Access to the dispute procedures in relation to any workplace matter.
43. Release for participation in Union committees and training. Workplace Reps and OHS Reps to be given release time and assured access to facilities.
44. Consultative Committee to consist of principal, 2 nominees of the principal, 3 VIEU sub-branch nominees and 1 staff representative.
45. Ensure proper coverage of special schools under Appendix 4 (Consultative Procedures, POLs).

### Workloads

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

Secondary	18 hours (inclusive of extras)
Primary	20 hours
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
47. Fair, equitable and manageable workloads for education support staff and CEO employees.
48. All time a teacher is required to supervise students (other than rostered yard duty) to be counted as scheduled class time.
49. A minimum of one designated report writing day each semester.
50. Reduced scheduled class time for teacher librarians to maintain an equitable balance between library administration, preparation and teaching.

51. Guaranteed preparation time for teachers by capping the scheduling of non-classroom duties.
52. Guaranteed and paid preparation time for aides.
53. A minimum time for morning and lunch breaks.
54. Compensatory arrangements for teachers who participate in co-curricular activities such as camps. Overtime arrangements for education support staff participation in camps.
55. Principal not to be included in staffing schedule.
56. Teachers only required to attend school events after hours upon agreement of the Consultative Committee. Six months' notice of requirement to attend.

### **Class Sizes**

57. Reductions in class sizes:
 

P-6	maximum of 23 students
Years 7 -10	maximum of 26 students
Years 11-12	maximum of 24 students
58. 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.

### **Staffing**

59. The provision of additional education staff for classes with unfunded special needs students.
60. Adequate support and resources to be provided around any school-based, sector or state-wide initiatives.
61. Changes to the structure of primary staffing schedules and increased funding to remove the impediments to recognition of highly-skilled education support staff and to enable the provision of more education support staff such as support, clerical and administrative staff.
62. CRT replacement for a deputy principal where they are acting principal for more than one week.
63. All schools regardless of size to have a fully funded full-time deputy principal.

### **Professional Development**

64. Diocesan and VIEU agreed programs of induction for newly appointed staff and staff promoted or appointed to a new position.
65. Additional professional development and training for staff with the introduction and implementation of any school-based, sector or state-wide initiatives. Three additional days' release for teachers, principals and deputy principals to undertake professional development on the Australian Curriculum.
66. Diocesan and VIEU agreed programs of support and professional development for aspirant school leaders.
67. Codification of Principal Enrichment Leave arrangements by their inclusion in the Agreement.
68. Access to professional development in schools for emergency teachers and payment for participation.
69. Improved professional development opportunities for education support staff and CEO/CECV staff.
70. ARMs only to be conducted by the principal or deputy principal(s).

***AUTHORISED BY DEBRA JAMES, VIEU GENERAL SECRETARY***