



## **SUMMARY OF KEY CHANGES**

#### from Victorian Catholic Education Multi-Enterprise Agreement 2018 to Diocese of Sale Catholic Education Limited Schools and Secretariat Agreement 2022

This document is intended to draw employees' attention to the key changes in the proposed <u>Diocese of Sale Catholic Education Limited Schools</u> and <u>Secretariat Agreement 2022</u> (**Proposed Agreement**) as compared to the <u>Victorian Catholic Education Multi-Enterprise Agreement 2018</u> (**VCEMEA**). Please note that this document does not identify all changes from the VCEMEA to the Proposed Agreement – it only identifies substantive changes (as distinct from changes to structuring, changes for clarity and to correct typographical errors, and minor amendments which do not substantively alter the operation of the applicable term. This document should be read together with the Proposed Agreement and the VCEMEA.

Should you have any questions about any of the changes referred to in this document, or otherwise about the Proposed Agreement, please contact:

- the DOSCEL Secretariat Enterprise Bargaining Team by telephone (03) 5622 6600) or by email eba@doscel.catholic.edu.au or
- the Independent Education Union by telephone (03) 9254 1860 or by email info@ieuvictas.org.au.au

Aside from the changes below, clauses in the Proposed Agreement may have been shifted and renumbered, amended for clarity, to correct typographical errors and clause cross-referencing and/or to meet DOSCEL's legal obligations, or removed as no longer relevant to Employees.

### **General matters**

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
Term of agreement	Clause 3	Clause 3	• The Proposed Agreement will commence seven (7) days after approval by the Fair Work Commission and will have a nominal expiry date of 31 December 2025.
Parties and coverage	Clauses 4 – 5	Clauses 4 – 5	<ul> <li>Whereas the VCEMEA covers a number of Catholic school employers across Victoria, the Proposed Agreement covers only one employer – Diocese of Sale Education Limited (<b>DOSCEL</b>).</li> <li>The Proposed Agreement is proposed to apply to employees at DOSCEL schools to whom the VCEMEA currently applies, Secondary School Business Managers and employees of the DOSCEL Secretariat (excluding senior leadership and executive staff).</li> <li>Categories of employees not employed in DOSCEL have been removed, i.e. CEO Speech Pathologists, Visiting Teachers and Placed Teachers.</li> </ul>

# Salary, classifications and related issues

Issue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
Payment of salary increases	Schedules 1 – 9	Schedule 1, Tables 1 – 10	<ul> <li>Commence implementation of new pay rates on approval of the Proposed Agreement by the Fair Work Commission.</li> <li>Back pay of salary increases from 4 July 2022.</li> <li>Salary increases of 1% to be paid to Employees on the following common dates: <ul> <li>2 January 2023</li> <li>3 July 2023</li> <li>1 January 2024</li> <li>1 July 2024</li> <li>6 January 2025</li> <li>7 July 2025.</li> </ul> </li> </ul>
Superannuation	Clause 42.5	Clause 44.4	<ul> <li>Superannuation contributions will be paid by the 21<sup>st</sup> day of each month.</li> <li>If an employee fails to nominate their chosen fund within 15 days of commencement of employment, before opening a Catholic Superannuation Fund account on the employee's behalf, the Employer will first check with the Australian Taxation Office (ATO) whether the employee has a 'stapled fund' and make payments into that fund if one is identified by the ATO.</li> </ul>
Lump sum payment	N/A	Clause 52 Schedule 3, Tables 1 – 10	<ul> <li>A lump sum payment for all Employees (excluding Casual Employees) who were working or on a period of paid leave (including non-term weeks) on 4 July 2022 (pro-rata for part-time Employees).</li> <li>Lump sum payments will be based on an Employee's Full Time Equivalent (FTE) as at 3 July 2022.</li> <li>Applicable superannuation will be paid on the lump sum payment.</li> <li>Where an Employee is not eligible for a lump sum payment, an ex-gratia payment may be applied by the Employer.</li> </ul>

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
Position Allowance	N/A	Clause 53	<ul> <li>Introduction of an annual position allowance (lump sum of 1% of the total salary to which an Employee is entitled as at 1 December each year), which will be paid for the following Employees:         <ul> <li>Primary and Secondary Deputy Principals</li> <li>Secondary Business Managers</li> <li>Teachers</li> <li>Education Support Employees and School Services Officers (subdivision 2-8 and above)</li> <li>DOSCEL Secretariat staff (subdivision 2-5 and above).</li> </ul> </li> <li>The allowance is to be paid in December of each year, commencing in December 2022.</li> </ul>
Secondary Deputy Principals	Part 3 Appendix 5	Part 4 Clause 60 Schedule 1, Table 2 Schedule 2, Table 3 Schedule 4, Tables 2 – 3	<ul> <li>A new classification system will operate for secondary schools based on enrolment.</li> <li>Introduction of allowances for Secondary Deputy Principals to reflect complexity of secondary deputy principal role.</li> <li>Deputy Principal will revert to a T2-6 salary level if their contract is not renewed.</li> </ul>
Primary Deputy Principals	Part 3 Appendix 5, Clause 1.4(c)	Part 4 Clause 60.2 Clause 60.3 Schedule 1, Table 4	<ul> <li>A new classification system will operate for primary schools based on enrolment.</li> <li>The relevant enrolment bands will now be aligned with primary principals.</li> <li>Deputy Principal will revert to a T2-6 salary level if their contract is not renewed.</li> <li>Converting Deputy Principal allowance to salary for Deputy Principals not at the top of the Teacher salary scale.</li> </ul>

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
		Schedule 4, Tables 4 – 5	
Secondary Business Managers	N/A	Part 5 Clause 61 Schedule 1, Table 3 Schedule 2, Table 4	<ul> <li>Introduction of Secondary Business Managers into Proposed Agreement.</li> <li>Classification will be based on school enrolment.</li> <li>Introduction of an allowance to reflect complexity of secondary business manager role.</li> </ul>
Teachers	Part 3 Appendix 5 Schedule 1	Part 6 Schedule 1, Table 5	Same wage increases as for teachers in Victorian Government schools.
Education Support Employees	Part 5 Schedules 4 – 5	Part 7 Schedule 1, Tables 6 – 9 Schedule 4, Tables 6 – 7	<ul> <li>A new structure for Education Support employees at Levels 1 and 2 to better reflect non-teaching roles.</li> <li>Removal of ES 3-0 and translation to ES2-8 with an allowance.</li> <li>New ES 6 classification for secondary schools.</li> <li>ES Level 1 will apply to Trainees, excluding the School Services stream.</li> <li>Existing ES Level 1 to be translated to ES Level 2 from 4 July 2022.</li> <li>Minimum pay at four hours per attendance for Casual Education Support Employees (School Services stream), and two hours per attendance for all other Casual Education Support Employees.</li> <li>Enrolled school nurses will be employed at <i>not less</i> than Education Support Level 2, and registered school nurses will be employed at <i>not less</i> than Education Support Level 2 and 3, respectively).</li> <li>Category C Education Support Employees will receive all public holidays.</li> </ul>

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
Schools Services Officers Casual Employees	Clauses 11.11 – 11.12 Part 6 Schedule 5 Clause 11.1	Part 7 Schedule 1, Tables 6 – 9 Schedule 4, Table 7 Clause 11.1	<ul> <li>Incorporate School Services Officers into Education Support structure as School Services stream, which involves changes to the classification descriptions to more accurately reflect duties, while maintaining key conditions such as higher duties, overtime, on-call and shift arrangements.</li> <li>Removal of Category D employment.</li> <li>Removal of provisions relating to employer's request for an Education Support. Employee to obtain a higher level of skill through a qualification.</li> <li>Rename emergency teachers as casual relief teachers.</li> <li>Removal of Casual Relieving category of employment.</li> </ul>
	Clause 11.3 Clause 11.4 Clause 11.5 Clause 11.7 Clause 11.8 Clause 11.9 Clause 12 Clause 61	Clause 11.3 Clause 11.4 Clause 11.5 Clause 12.4 Clause 29	<ul> <li>Casual employees may be engaged for a maximum of 30 consecutive working days in one school.</li> <li>Casual loading for Casual Relief Teachers is amended to 25% (from 20%). Other casual loading rates are maintained.</li> <li>Casual Relief Teacher rate of pay will be Level 5 of the <i>Educational Services</i> (<i>Teachers</i>) <i>Award 2020</i>, as varied or replaced from time to time, and adjusted in accordance with Fair Work Commission decisions (1 July each year) from the date of approval of the Proposed Agreement.</li> <li>Casual Relief Teachers who work in a DOSCEL school for a minimum of 15 days in a school year will be provided with 2 paid days to undertake professional learning.</li> <li>All casual employees are entitled to long service leave under the Agreement.</li> </ul>
Positions of Leadership (POL)	Clause 62 Schedule 3, Table 10	Clause 70 Schedule 2, Table 1	<ul> <li>Back pay increases to Position of Leadership (POL) allowances from 4 July 2022.</li> <li>Increase to Positions of Leadership allowances over the life of the Proposed Agreement.</li> </ul>
DOSCEL Secretariat staff	Appendices 8 and 9	Part 8 Schedule 1, Table 10	<ul> <li>One single classification structure to include Education Officers, Psychologists, School Advisers, CEO Administration.</li> <li>New classification descriptors.</li> </ul>

Issue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
		Schedule 4, Tables 8 – 12	Allowances for Education Officers and School Advisers to be incorporated into salary.
Supported Wage	Clause 46 and Appendix 4	Clause 46	• The rate of pay for supported wage employees will be in accordance with the <u>Supported Employment Services Award</u> as varied or replaced from time to time, and adjusted in accordance with Fair Work Commission decisions (1 July each year).
Higher Duties Allowance	Clause 47	Clause 47	<ul> <li>Education Support Employees (School Services stream):         <ul> <li>if more than two hours in higher duties, the allowance will be paid for the day/shift</li> <li>if less than two hours in higher duties, the allowance will be paid for the time worked.</li> </ul> </li> <li>All other Higher Duties Allowances for Teachers, Education Support (non School Services stream), Primary and Secondary Deputy Principals and DOSCEL Secretariat Employees apply after 10 continuous working days or more (rather than 15 days for Deputy Principals and 20 days for Education Officers under the VCEMEA).</li> </ul>
Accident Make Up Pay	Clause 49.1(b)	Clause 49.1(b)	Accident Make Up Pay increased to 39 calendar weeks (from 26 calendar weeks) on approval from the Fair Work Commission.
Assessment of Experience	Clause 43 Clause 54	Clause 64 Clause 71.2 Clause 76.2	<ul> <li>Removal of redundant clauses relating to assessment of experience, including legacy provisions in relation to treatment of experience prior to April 2013, and prior to the commencement of the VCEMEA 2018.</li> <li>The general rule applies to all employees:         <ul> <li>employees with less than six months' service in an incremental cycle will not be eligible for incremental progression,</li> <li>employees with six months' service or more will be advanced to the next salary subdivision).</li> </ul> </li> </ul>
Incremental Progression	Clause 44	Clause 45	Only relevant Masters qualification to be recognised for additional incremental advancement for Teachers.

### Allowances

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
Tools and Equipment	Clause 50.3	Clause 48	<ul> <li>The Employer will provide such tools and equipment as are necessary for an Employee to perform their work. As employees will no longer be required to provide their own tools, the entitlement to a tool allowance will be removed.</li> <li>Employees will not be liable to any breakage or loss of Employer provided equipment or tools unless the damage or loss was directly caused by wilful misconduct or gross negligence.</li> </ul>
Provision of an evening meal	Clause 50.2	Clause 50.2	• The evening meal allowance for eligible employees will increase from \$22 to \$26 for the life of the Agreement.
Medical Support Allowance	Clause 50.4	Clause 50.3 Schedule 2, Table 2	<ul> <li>Increase to Medical Support Allowance from \$733 in VCEMEA to \$749 on approval of Agreement.</li> <li>Medical Support Allowance to increase over the life of the Agreement to \$795 by 7 July 2025.</li> </ul>

## Workload

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
Consultation	Clause 16	Clause 16	<ul> <li>Provision of paid leave of one day in each period of two school years to attend Union-provided Consultative Committee training for employee representatives of the Consultative Committee.</li> <li>Inclusion of Education Support Employee workload as part of the Consultative Committee arrangements. The Consultative Committee must invite an Education Support Employee to attend when discussing workload issues affecting Education Support Staff.</li> </ul>

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
			<ul> <li>Introduction of consultative arrangements for primary principals and DOSCEL Secretariat staff.</li> <li>Where at least three members of the Consultative Committee do not agree with a decision made by the Principal, the Principal must provide reasons in writing before implementing the decision.</li> <li>Introduction of review arrangements where IEU does not support principal decision of the Consultative Committee.</li> </ul>
Teacher Workload	Clause 60	Clause 69.4	From 1 January 2023:
		Clause 69.5 Clause 69.7	<ul> <li>Teacher work will be based on the 30/8 model from the commencement of the 2023 school year. That is:</li> <li>30 hours per week to undertake the work directly related to the teaching and learning program of their class(es) (such as face-to-face teaching, planning, preparation, collaboration, and assessment), with the duties undertaken within the time determined by the teacher.</li> </ul>
			<ul> <li>8 hours per week are available for lunch and other activities (such as yard duty, meetings, and/or other duties).</li> </ul>
			<ul> <li>Teachers will be required to be in attendance for a minimum of 7 hours per day, commencing no less than 10 minutes before morning pupil instruction.</li> <li>Teachers may absent themselves from the workplace when not required to participate in scheduled duties including classroom teaching.</li> <li>Within the 38 hours, Teachers may be required to undertake other duties (in addition to the 7 hours per day) for up to 3 hours, with meetings which take place after school hours limited to no more than two hours per week with a maximum of one hour on any day from the start of the 2023 school year unless otherwise agreed in accordance with the consultative arrangements.</li> <li>Where a teacher is required to travel between campuses on any one day, a time allowance commensurate with the time taken to travel and associated logistical</li> </ul>

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
			requirements will be included in the determination of the teacher's total work requirements and within the applicable ordinary hours of work.
Part-Time teachers	N/A	Clause 69.6(b)	• The Employer will make every effort to limit the number of days over which a part- time teacher must work their FTE.
Scheduled Class Time	Clause 60.3	Clause 69.2	<ul> <li>The maximum scheduled class time for primary and secondary teachers will be reduced by 1 hour in 2023 and a further 30 minutes in 2024.</li> <li>Extras in secondary schools to be incorporated into Scheduled Class Time from the commencement of the 2023 school year.</li> <li>All assemblies to be incorporated into Scheduled Class Time (not only scheduled assemblies in primary schools).</li> <li>From 1 January 2023, for teachers in their first year of experience, the scheduled class time maximum must be reduced by 2 hours per week.</li> <li>The actual scheduled class time required of teachers in a school will be agreed using the consultation provisions.</li> <li>Scheduled class time may be averaged over a fortnight.</li> </ul>
Primary Teachers FTE	58.2(a)	Clause 68.2	• Full Time Equivalent ( <b>FTE</b> ) for primary teachers to be calculated on Scheduled Class Time.
Professional Practice Time – Teachers	Clause 60.9	Clause 69.3	<ul> <li>Professional Practice Time will be as follows:         <ul> <li>2022 – four days</li> <li>2023 – two days</li> <li>2024 – one day</li> <li>2025 – one day.</li> </ul> </li> <li>The work undertaken on Professional Practice Days will be consistent with DOSCEL and school priorities and selected from the following areas: planning, preparation, assessment of student learning, collaboration, curriculum development, relevant professional development. An additional area will also be added under the Proposed Agreement – peer observation including feedback and reflection.</li> </ul>

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
Time in lieu – Teachers	N/A	Clause 69.7	<ul> <li>Teachers will be provided with Time in Lieu (TIL) where they are required to attend a scheduled school activity (e.g. camp, excursion, concert, parent information or after-hours sport) where that attendance requires the teacher to attend in excess of 38 hours for a full-time teacher or pro-rata for a part-time teacher (commencing on 1 January 2023 for school camps).</li> <li>A teacher may request not to attend where attendance would unreasonably affect the teacher's personal or family commitments. Such a request may only be refused on reasonable grounds.</li> <li>In respect of a Teacher's attendance at a school camp, the TIL will be calculated on the basis of 100% TIL for the time the Teacher is performing duties, and 50% during the time the Teacher is on call and available to perform duties.</li> <li>TIL should be granted in the fortnight in which it is accrued. Where this is not possible, it may be granted at any other time prior to the end of the school year in which it is accrued.</li> <li>As an alternative to TIL, the Principal, as the Employer's representative, and the Teacher may agree to payment for TIL owed at the Teacher's normal rate of pay.</li> <li>Unless otherwise agreed between the Principal, as the Employer's representative and the Teacher, where accrued TIL has not been granted to a Teacher by 1 March of the following school year, the Principal, as the Employer's representative must: <ul> <li>grant TIL equivalent to the time owed, commencing immediately; or</li> <li>pay the Teacher for the time owed at 150% of the Teacher's normal rate of pay</li> </ul> </li> </ul>

### **General Provisions**

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
Managing Employment Concerns	N/A	Clause 13.7	<ul> <li>Incremental progression can be withheld if payable during a period in which an employee is charged with an indictable offence (until court proceedings have concluded).</li> <li>Incremental advancement to be restored and back-paid on conclusion of proceedings except where the proceedings conclude in termination of employment.</li> </ul>
Dispute Procedures	Clause 22	Clause 22.1 Clause 22.4	• Clarify that the IEU may lodge a grievance in accordance with the dispute clause.
Primary Principals	Part 4	Clause 54 Clause 58 Schedule 1, Table 1 Schedule 4, Table 1	<ul> <li>Improvements to salary maintenance compensation provisions by removing reference to contract periods (under the VCEMEA, entitlement to 'salary maintenance' tied to the length of the previous contract(s) held by the principal).</li> <li>The advertisement for Principal positions will also include the duration of an extension of appointment (up to five (5) years) after the initial appointment.</li> <li>Appraisal to take place in penultimate year of appointment to facilitate process of reappointment and allow for resolution of concerns held by the Employer, which will be provided to the Principal.</li> <li>The Principal will be provided with notice of non-renewal of appointment no less than six (6) months prior to the end of the appointment. In the event that six (6) months' notice is not provided, the Employer will provide payment for any shortfall of notice.</li> <li>Where there will be a different leadership model to one principal per primary school, the Union will be consulted.</li> </ul>

#### Leave

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
Parental Leave	Appendix 1	Appendix 1 Clause 45.5	<ul> <li>Paid parental leave will increase from 14 weeks to 16 weeks.</li> <li>Paid partner leave will increase from 1 week to 4 weeks.</li> <li>Paid adoption leave will increase from 14 weeks to 16 weeks.</li> <li>Paid parental leave will be paid at the rate of pay immediately before preceding the commencement of the leave.</li> <li>Superannuation contributions to be paid during the first 52 weeks of parental leave.</li> <li>Recognition of service in the first 12 months for incremental progression purposes.</li> <li>Decreased qualification period for paid parental leave entitlements to 30 school weeks / three (3) school terms continuous service (from 42 school weeks, four (4) school terms continuous service) (for initial period of paid parental leave, and for subsequent periods of paid parental leave).</li> <li>Introduction of entitlement to 38 hours' special paid leave for pregnant employees, and 15.2 hours paid special leave for their spouse, to attend pre-natal medical appointments.</li> <li>Introduction of 15.2 hours of paid leave (on up to five (5) occasions per child) for employees who provide short-term foster or kinship care as a primary care-giver, following the child's placement.</li> </ul>
Annual Leave, Non- Term Weeks and Leave Loading	Clause 25	Clause 25	<ul> <li>School Holiday Pay to be renamed Payment During Non-Term Weeks (abbreviated as 'non-term weeks' throughout the Proposed Agreement).</li> <li>Existing School Advisers (DOSCEL Secretariat) to continue to be paid during non-term weeks.</li> </ul>
Category B Education Support end of year arrangements	Clause 25.10	Clause 25.7	• A Category B Education Support Employee who is required to work beyond the last day of attendance of Teachers for Term 4 must be provided with at least seven (7) weeks' notice of the attendance requirements and the tasks to be performed.

Issue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
Leave Without Pay	Clause 26	Clause 26	<ul> <li>Specific provisions that required notice to be provided to return from extended leave without pay, have been removed from the Proposed Agreement.</li> <li>Where an employee's request for leave without pay has been refused, the Employer will provide the Employee the reasonable grounds for not granting the leave without pay in writing.</li> </ul>
Long Service Leave (LSL)	Appendix 3	Clause 29	<ul> <li>Confirms that the Long Service Leave Act 2018 (Vic.) (LSL Act) applies to employees, but at the higher rate of 1.3 weeks' leave per year of service.</li> <li>Casual Employees become entitled to LSL under the Agreement.</li> <li>The operation of the portability of untaken LSL provisions of the Proposed Agreement will be subject to the Industrial Division of the Magistrates' Court of Victoria being of the opinion that the terms of clause 29 are more favourable to Employees than the entitlements provided by the LSL Act.</li> <li>The Proposed Agreement removes content pertaining to LSL entitlements of former members of a religious order (see clause 8.2 of Appendix 3 of the VCEMEA) as this content is not relevant to DOSCEL employees.</li> </ul>
Family and Domestic Violence Leave	Clause 33	Clause 33	<ul> <li>Availability of up to 152 hours (20 days) leave for family and domestic violence for all Employees (excluding Casual Employees).</li> <li>Upon exhaustion of the paid leave entitlements, the Employer may provide additional leave.</li> </ul>
Supporting victims of Historical Sexual Abuse	N/A	Clause 34	<ul> <li>Introduction of Sexual Abuse Survivors Support provisions.</li> <li>An Employee (other than a Casual employee) who has been a victim of historical sexual abuse or who is supporting a member of their immediate family who has been a victim of historical sexual abuse will be entitled to paid historical sexual abuse leave of up to 152 hours (20 days) per school year (non-cumulative) for the following:         <ul> <li>attending and preparing for legal proceedings;</li> <li>support services;</li> <li>other activities approved by the Employer.</li> </ul> </li> </ul>

Issue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
			<ul> <li>Employees who support a person experiencing historical sexual abuse may use their personal / carer's leave entitlement to accompany the person to court, hospital, support services or to care for children.</li> <li>The Employer is required to keep personal information disclosed to it in accordance with the above provisions, confidential.</li> </ul>
Flexible Leave Day	N/A	Clause 39	<ul> <li>All Employees (other than Casual Employees) will be eligible for one day paid leave in each school year.</li> <li>The Flexible Leave Day will not be accruable.</li> <li>Five working days' notice must be provided by the Employee prior to taking a Flexible Leave Day.</li> </ul>

#### **Other Matters**

Issue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
Fixed Term Employment	Clause 11.2	Clause 11.2	<ul> <li>Inclusion of a new commitment to minimising the use of fixed-term employment, and provision that normal functions of the Employer are ongoing roles unless stated otherwise in this clause.</li> <li>Introduction of new defined term of 'replacement employee', which applies to fixed-term employment in the following categories, which are categories of fixed-term employment included in the VCEMEA:         <ul> <li>for a specified period of time to replace an employee who is absent on approved leave, save that the period of engagement in this category will be not less than 30 days under the Proposed Agreement (rather than 11 weeks under the VCEMEA);</li> <li>to replace an employee whose employment has terminated after the commencement of the school year where the demand of the program or organisation of the workplace requires the employment of a person for a specific period of time, provided that the period of appointment must not exceed the end of that school year. In addition, the Proposed Agreement provides that no further fixed-term employment set out in the VCEMEA, 'replacement employees' who are appointed to:</li> <li>'back-fill' for one or more Employees and who have a right to return to work part-time from a period of parental leave (in addition to the existing allowance for replacement employees for employees who are on approved leave)</li> <li>replace employees who were temporarily seconded to another position and who have returned to their original position</li> </ul> </li> </ul>

lssue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
			<ul> <li>must not exceed the end of that school year (which is the same requirements which applies under the VCEMEA) and, in addition, no further fixed-term appointment may be made to the same position or role.</li> <li>Further procedural steps created in respect of the employment of a 'replacement employee', including terms required in letter of appointment, and the requirement that the Employer document the identity of the replacement employee and replaced employee, and provide this information to the Union on request.</li> </ul>
Variation of hours and/or days and/or times of attendance	Clause 15.1	Clause 15.1(c)(ii) Clause 15.2(e)	<ul> <li>The Employer must provide 7 term weeks' written notice of a variation of an Employee's hours and/or days and/or times of attendance (changed from 8 weeks' notice).</li> <li>The highest severance payment will be applicable for part-time employees with 12 years or more of continuous service who elect not to reduce their hours of work (previously 15 years of continuous service).</li> </ul>
Introduction of Change	Clause 17	Clause 17	<ul> <li>Consultation is required when the Employer is developing a proposal for major change(s), rather than when the employer has made a definite decision to introduce a major change.</li> <li>'Significant effects' requiring consultation include the need to relocate employees to another workplace.</li> <li>Discussions shall commence as early as practicable after the Employer commences to develop the proposal for major change.</li> <li>The Employer must discuss alternatives to the proposed change with the employees affected and their Union.</li> </ul>
Redundancy	Appendix 2	Clause 21	<ul> <li>Re-write of Redundancy provisions for clarity.</li> <li>The Employer must actively offer voluntary redundancies but is not required to accept expressions of interest by staff.</li> <li>Introduction of requirement for the Employer to interview an employee made redundant from another employer in Catholic Education where that employee</li> </ul>

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			<ul> <li>applies for a vacant position and the redundant employee has the qualifications and experience to fill the vacancy.</li> <li>The highest redundancy payment will be applicable for employees with 12 years or more of continuous service (previously 15 years of continuous service).</li> </ul>
Annual Review Meetings	N/A	Clause 24.2	Secondary Business Managers and DOSCEL Secretariat employees to participate in Annual Review Meetings with Principal/Manager, or their nominee.
Withholding pay	Clause 19.4(b)	N/A	Removal of withholding pay provision for an Employee who does not provide appropriate notice period.
Commitments	N/A	Clause 8	<ul> <li>The Parties have included commitments in the Proposed Agreement in relation to supporting:</li> <li>Catholic Identity in DOSCEL schools</li> <li>High quality education in DOSCEL schools</li> <li>Workload management</li> <li>Creating and maintaining positive school climates that are safe, healthy and inclusive places for learning and work.</li> <li>Eliminating racism from schools and creating inclusive workplaces.</li> <li>Child Safety</li> <li>Industrial Relations Principles</li> </ul>
Workload Management	Clause 9.2	Clause 8.3	<ul> <li>The Parties commit to working together, through the Consultative mechanisms in the Proposed Agreement, to manage Employee workloads, including:</li> <li>planning across the school year to reduce workload during peak periods</li> <li>scheduling and conducting meetings in the most productive manner</li> <li>considering the impact of change on workload and to consult with affected Employees</li> <li>supporting Employees, through the provision of time, to meet workload demands</li> <li>eliminating unnecessary duplication and inefficiencies</li> </ul>

Issue	Reference in VCEMEA	Reference in Proposed Agreement	Summary of key changes
			<ul> <li>reviewing assessment, reporting and student data collection processes for their alignment, timing and efficiency</li> <li>ensuring that Employees are not required to access or respond to work related emails or other messaging outside the ordinary hours of work</li> <li>being proactive in implementing best practice around the workload management of all staff.</li> </ul>
Inductions	N/A	Clause 8.7 Clause 23	The Union will be given the opportunity to participate in inductions at the workplace.
Service continuity	Clause 6	Clause 6	<ul> <li>Continuation of service recognition in Catholic Education</li> <li>Maintaining portability of personal leave entitlements between Catholic Education employers</li> </ul>
Redrafting of clauses	N/A	Various	Clauses redrafted for gender neutrality (where appropriate)