



Agreed Explanation of CEMEA 2022

Summary of Changes – VCCEMA 2018 and the proposed CEMEA 2022

This document is a joint document between the Catholic Education Commission of Victoria (CECV) and the Independent Education Union Victoria Tasmania (IEU) and is intended to draw employees' attention to the key changes in the proposed *Catholic Education Multi-Enterprise Agreement 2022: Diocese of Ballarat, Diocese of Sandhurst, Archdiocese of Melbourne and Lavalla Catholic College Traralgon (CEMEA)* as compared to the *Victorian Catholic Education Multi-Enterprise Agreement 2018 (VCCEMA)*. Please note that this document does not identify all changes from the VCCEMA to the CEMEA – 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 CEMEA and the VCCEMA.

Should you have any questions about any of the changes referred to in this document, or otherwise about the CEMEA, please contact your Principal or relevant Manager.

General matters

Issue	Reference in VCCEMA	Reference in CEMEA	Summary of key changes
Term of agreement	Clause 3	Clause 3	<ul style="list-style-type: none"> The CEMEA 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, Appendix 10	Clauses 4 – 5, Appendix 10	<ul style="list-style-type: none"> A number of Catholic school employers covered by the VCCEMA will no longer be covered by the CEMEA, namely: <ul style="list-style-type: none"> o Diocese of Sale Catholic Education Limited; and o Catholic College Sale The CEMEA will include Jesuits Social Services Limited.

Salary, classifications and related issues

Issue	Reference in VCMEA	Reference in CEMEA	Summary of key changes
Wages	Schedules 1 to 9	Schedules 1 to 9	<p>The CEMEA provides for salary increases of 1% to be paid to employees from the following dates (payable in the first pay period on or after those dates):</p> <ul style="list-style-type: none"> • 1% increase on 1 January 2023. • 1% increase on 1 July 2023. • 1% increase on 1 January 2024. • 1% increase on 1 July 2024. • 1% increase on 1 January 2025; and • 1% increase on 1 July 2025. <p>Employees employed as of 17 October 2022, other than Casual Employees, received backpay for wage increases which applied in 2022, prior to the commencement of the CEMEA, which included a structural wage increase for all employees plus a further 1 % increase in January 2022 and 1 % increase in July 2022.</p>
Casual employees	Clauses 11.1, 11.3 – 11.9	Clauses 5, 11.1, 11.3-11.6	<p>The CEMEA:</p> <ul style="list-style-type: none"> • renames Emergency Teachers under the VCMEA, 'Casual Relief Teachers'. • removes Casual Relieving Teacher as a category of employment. • permits Casual Relief Teachers to be appointed for up to 30 consecutive days in the one school (instead of 15 days under the VCMEA). • requires that, after 30 consecutive days of employment in one school, where the Employer wishes to continue the appointment, the teacher must be appointed as ongoing or, if permissible under the relevant clause, for a specified period of time (whereas, under the VCMEA, the employee was required to be employed as a Casual Relieving Teacher at the end of this period.). • increases the casual loading rate for Casual Relief Teachers to 25% (from 20% for Emergency Teachers under the VCMEA). • a Casual Relief Teacher will be paid \$1.00 higher than the rate of pay at Level 5 of the <i>Educational Services (Teachers) 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 CEMEA.

			<ul style="list-style-type: none"> clarifies that 'Casual Employee' in the CEMEA means a Casual Relief Teacher, Casual Education Support, School Services Officer or CEO Employee; and provides that Casual Employees shall not be entitled to the benefits of clause 28, 'Public holidays'.
Fixed term employment	Clause 11.2	Clause 11.2	<p>The CEMEA:</p> <ul style="list-style-type: none"> includes a new commitment to minimising the use of fixed term employment. clarifies that, if a fixed-term employee is employed to undertake a specific task, which has a limited period of operation, the employee must be employed only to undertake that specific task. introduces the concept of a 'replacement employee' as an umbrella category of fixed-term employment that is permissible under the CEMEA. In respect of the sub-types of replacement employees: <ul style="list-style-type: none"> reduces the permissible period of engagement to a period of not less than 30 days (from not less than 11 weeks under the VCEMEA), for an employee replacing an absent employee who is on approved leave. introduces a requirement that, should a fixed-term appointment be made to replace an employee whose employment has been terminated, no further fixed-term appointments may be made to replace the same employee. introduces a new category of fixed-term employment, for an employee to back-fill a position for one or more employees who have returned to work part-time following a period of parental leave. introduces a new category of fixed-term employment, for an employee to replace an employee who has been temporarily seconded to another position and has a right to return to their original position. introduces a new category of fixed-term employment, for an employee who holds a visa to work in Australia for a limited period, provided that the duration of the term of appointment must not exceed the period for which the visa has been granted; and introduces a requirement that the Employer keep records of the identity of the employee that each replacement employee is replacing, with associated requirements about the content of the letter of appointment provided to 'replacement employees' and disclosure of this information to the Employee and (in certain circumstances) the IEU on request.

Classifications translations

Clause 44

Schedule 4A

The CEMEA:

- removes provisions in relation to the translations of and review of classifications of Education Support Employees, Primary Principals and CEO Administration Employees, which operated under the VCEMEA in 2019; and
- translates existing ES employees at Level 1 and Level 2, as follows:

Subdivision as at 23 December 2021	Translation 24 December 2021
ES2-6	ES2-8
ES2-5	ES2-7
ES2-4	ES2-6
ES2-3	ES2-5
ES2-2	ES2-4
ES1-6	ES2-3
ES1-5	ES2-2
ES1-4	ES2-1
ES1-3	ES2-1
ES1-2	ES2-1

which translations will be backdated to 24 December 2021.

Supported wage

Clause 46, Appendix 4

Clause 47

The rate of pay an Employee who is unable to perform the range of duties to the competence level required within the Employee's class of work, because of the effects of a disability or their productive capacity, and who meets the impairment criteria for receipt of a disability support pension, shall be paid in accordance with Schedule E of the Educational Services (Schools) General Staff Award 2020 (General Educational Staff Award), Schedule D of the Clerks - Private Sector Award 2020 (Clerks Award) or Schedule F of the Health Professionals and Support Services Award 2020 (HPSS Award), as relevant to the Employee and varied from time to time, provided that the supported wage rate percentages provided therein will be applied to the relevant Agreement rate for the

			Employee's classification rather than the relevant General Educational Staff Award, Clerks Award or HPSS Award rate.
Part-time teacher – rate of pay	Clause 58.2	Clause 59.2	Under the CEMEA, the calculation of a part-time Teacher's rate of pay shall be with reference to the maximum scheduled class time as defined in the CEMEA (instead of, under the VCCEMA, a flat amount of 24.5 hours for Teachers of Primary Classes and 20 for Teachers of Secondary Classes).
Primary Schools – Deputy Principal/Leadership Team	Clause 58.6	Clause 59.6	The CEMEA confirms that primary schools with an enrolment of less than 150 students, may elect to engage Deputy Principals, if such a Deputy Principal is engaged, their classification and rate of pay shall be in accordance with the lowest enrolment band of the Category B Deputy Principal Salaries in Schedule 2.
Payment for time-in-lieu – Education Support Employees	Clause 71.6(b); Clause	Clause 71.6(b);	The CEMEA clarifies that time-in-lieu will be paid at the ordinary time rate for Education Support Employees.
Payment for time-in-lieu School Services Officers	Clause 74. a	Clause 74.4 (a)	The CEMEA clarifies that time-in-lieu will be paid at overtime rate of 50%.
Classification – Education Support	Appendix 6, Clause 1	Appendix 6, Clause 1	<p>The CEMEA:</p> <ul style="list-style-type: none"> requires that employees employed in classification ES Level 1 be participating in an ES related traineeship, apprenticeship or another similar formal training arrangement that combines formally recognised training with a registered training organisation with practical work experience and on the job training). Consequently, the duties for an ES Level 1 as set out in the VCCEMA, are removed from the CEMEA. makes minor amendments to the classification ES Level 2, including to enable employees classified at ES Level 2 to supervise employees also at Level 2 or within the general work area (in addition to supervising employees at lower levels). sets out additional possible duties for employees at ES Levels 2 to 5. Sets out the salary for ES Level 2 on Commencement of Employment and confirms that: <ul style="list-style-type: none"> An employee who commences employment and does not have prior relevant work experience will commence employment at the lowest subdivision of Level 2. An employee who commences employment and holds relevant work experience or an equivalent combination of relevant experience and or

- education/ training will commence at Level 2-4 or the equivalent higher subdivision commensurate with their years of relevant experience.
- Includes a new ES stream at Levels 2 to 5, called health and wellbeing services. This stream applies to; first aid officers, enrolled nurses, registered nurses, speech pathologists, provisionally registered psychologist and registered psychologists employed within schools.

Allowances

Issue	Reference in VCCEMA	Reference in CEMEA	Summary of key changes
Higher duties allowances	Clause 47	Clause 48	<p>The CEMEA:</p> <ul style="list-style-type: none"> • provides that a Deputy Principal is only required to be appointed as Acting Principal for 10 continuous working days in order to be eligible for the relevant higher rate (instead of 15 days under the VCCEMA); and • provides that an Education Officer is only required to relieve a senior officer for 10 continuous working days in order to be eligible for the higher rate (instead of 20 days under the VCCEMA).
Breakages and loss	Clause 48	Clause 49	<p>The CEMEA inserts a provision requiring the Employer to provide such tools and equipment as are necessary for the Employee to perform their work.</p> <p>It also provides that an Employee will not be liable for breakages or loss of Employer-provided property which occurs in the normal course of the Employee's duties, provided that the Employee was not 'seriously negligent' (compared with the VCCEMA, which provided that the Employee would not be liable provided they had taken 'reasonable care').</p>
Provision of evening meal	Clause 50.2	Clause 51.2	The evening meal allowance for eligible employees will increase from \$22 (under the VCCEMA) to \$26 (under the CEMEA).
Tool allowance	Clause 50.3	Clause 51.3	<p>The tool allowance for eligible carpenter or joiners will increase from \$36 (under the VCCEMA) to \$39 (under the CEMEA).</p> <p>For other eligible tradespersons, the allowance will increase from \$20 per week to \$22 per week.</p>

Medical Support Allowance	Clause 50.4, Schedule 10.2	Clause 51.4, Schedule 10.2	<p>The medical support allowance for eligible employees will increase from \$733 under the VCCEMA (as at the date of this document), to the following amounts under the CEMEA:</p> <table border="1" data-bbox="1265 357 1877 703"> <thead> <tr> <th>Effective from the first pay period on or after:</th> <th>Amount per annum</th> </tr> </thead> <tbody> <tr> <td>1 January 2023</td> <td>\$757</td> </tr> <tr> <td>1 July 2023</td> <td>\$764</td> </tr> <tr> <td>1 January 2024</td> <td>\$771</td> </tr> <tr> <td>1 July 2024</td> <td>\$778</td> </tr> <tr> <td>1 January 2025</td> <td>\$786</td> </tr> <tr> <td>1 July 2025</td> <td>\$795</td> </tr> </tbody> </table>	Effective from the first pay period on or after:	Amount per annum	1 January 2023	\$757	1 July 2023	\$764	1 January 2024	\$771	1 July 2024	\$778	1 January 2025	\$786	1 July 2025	\$795										
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Position Allowance	N/A	Clause 51.5	<p>The CEMEA introduces a yearly position allowance (1% of the total salary to which an Employee is entitled as at 1 December each year), which will be paid as a lump sum to the following Employees (other than Casual Employees):</p> <ul style="list-style-type: none"> • Teachers; • Deputy Principals; • Education Support Employees at Levels ES 2-8 and above; and • CEO staff covered by the CEMEA. <p>The allowance is to be paid on 1 December of each year from 2022 to 2025.</p> <p>The allowance was paid to applicable employees in December 2022.</p>																								
Lump Sum Payment	Clause 52	N/A	<p>The CEMEA removes the entitlement to a lump sum payment for eligible employees, which under the VCCEMA was payable in early 2019.</p>																								
Graduate Teacher Payment	Clause 55	Clause 56	<p>Graduate Teacher Payments, which are paid as a lump sum on progression to subdivision T1-2, will increase over the life of the CEMEA as set out below:</p> <table border="1" data-bbox="1272 1214 2110 1453"> <thead> <tr> <th rowspan="2">Commencement on or before:</th> <th colspan="4">Lump Sum Payment</th> </tr> <tr> <th>2022</th> <th>2023</th> <th>2024</th> <th>2025</th> </tr> </thead> <tbody> <tr> <td>1 November</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>1 December</td> <td>\$883</td> <td>\$842</td> <td>\$859</td> <td>\$876</td> </tr> <tr> <td>1 January</td> <td>\$662</td> <td>\$675</td> <td>\$688</td> <td>\$702</td> </tr> </tbody> </table>	Commencement on or before:	Lump Sum Payment				2022	2023	2024	2025	1 November	\$0	\$0	\$0	\$0	1 December	\$883	\$842	\$859	\$876	1 January	\$662	\$675	\$688	\$702
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1 February	\$496	\$506	\$516	\$527
1 March	\$331	\$337	\$344	\$351
1 April	\$165	\$169	\$172	\$176

The Graduate Teacher Payments under the CEMEA are lower than what was provided under the VCCEMA, due to an increase in starting salary for a Teacher commencing at Level T1-1.

Positions of Leadership

Clause 62, Schedule 10.1

Clause 62, Schedule 10.1

The CEMEA provides for increased Positions of Leadership pool allocations per student compared with the VCCEMA, as follows:

Level	2023	2024	2025
Primary – 150 or more	\$100	\$103	\$106
Primary – less than 150	\$139	\$143	\$148
Secondary	\$145	\$150	\$155

The CEMEA provides for increased Positions of Leadership allowances compared with the VCCEMA, as follows (with effective dates from the first full pay period on or after the first day of that month):

	POL 4	POL 3	POL 2	POL 1
1 July 2022	\$12,264	\$9,071	\$5,960	\$2,952
1 January 2023	\$12,387	\$9,161	\$6,019	\$2,981
1 July 2023	\$12,510	\$9,253	\$6,079	\$3,011
1 January 2024	\$12,636	\$9,346	\$6,140	\$3,041
1 July 2024	\$12,762	\$9,439	\$6,202	\$3,071
1 January 2025	\$12,890	\$9,533	\$6,264	\$3,102
1 July 2025	\$13,018	\$9,629	\$6,326	\$3,133

Workload

Issue	Reference in VCEMEA	Reference in CEMEA	Summary of key changes
Consultation	Clause 9	Clause 9	The CEMEA introduces a requirement to hold discussions in relation to the workload of non-teachers at Consultative Committee meetings.
Workload Commitments	N/A	Clause 9.3	The CEMEA introduces a commitment from the parties to take certain steps to support the Workload of Teachers and Principals.
Hours of Work – Teachers	Clause 59.1	Clause 60.	<p>The CEMEA introduces the following provisions related to teacher workload:</p> <ul style="list-style-type: none"> • The introduction of the 30 + 8 model, which provides for: <ul style="list-style-type: none"> ○ 30 hours per week to undertake the work directly related to the teaching and learning program of their class(es) (such as scheduled class time, planning, preparation, collaboration, and assessment), with the duties undertaken within the time determined by the teacher. ○ 'Class focus time will be to undertake work directly related to the teaching and learning program of a Teacher's classes, with the Teacher determining such duties which occur during that time. ○ 8 hours per week are available for lunch and other-directed activities (such as yard duty, meetings, and/or other duties) There is a maximum of one hour of meetings on any day outside of attendance time, unless otherwise agreed in accordance with the consultative arrangements. ○ 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 unless otherwise agreed between the employee and the principal;
Time-in-lieu – Teachers	N/A	Clause 59.3	<p>The CEMEA introduces the following provisions in respect of time-in-lieu accrual for teachers,</p> <ul style="list-style-type: none"> • teachers will accrue time-in-lieu in respect of attendance at a school activity (as defined) outside the normal attendance for a teacher on that day, if the teacher's attendance in that week exceeds 38 hours for a full-time teacher (or pro-rata for a part-time teacher);

			<ul style="list-style-type: none"> • school activity means a structured activity organised by the school such as a parent teacher meeting/interviews, a camp, an excursion, a concert, open days, parent sessions or after school hours sport; • time-in-lieu will accrue at the rate of 100% (one hour per hour worked), except for attendance at school camps, which will be calculated on the basis of 100% time in lieu for the time the teacher is performing duties and 50% during the time the teacher is on call and available to perform duties; • that discussions will be held at the Consultative Committee at the beginning of the school year or end of the previous year about how time in lieu for teachers will be provided; • all work required in excess of 38 hours per week for a full-time teacher (or on a pro-rata basis for a part time teacher) must be documented by the Employer; • the principal and the teacher may agree to payment for time in lieu owed, at the teacher's ordinary rate of pay; and • unless otherwise agreed between the principal and the teacher, where accrued time in lieu has not been granted to a teacher by 1 March of the following school year, the Employer must grant time in lieu equivalent to the time owed, commencing immediately, or pay the employee for the time owed at 150% of the employee's normal rate of pay.
Scheduled Class Time	Clauses 60.3 – 60.4	Clause 61.3 – 61.4	<p>The CEMEA:</p> <ul style="list-style-type: none"> • includes scheduled assemblies in the calculation of scheduled class time for Teachers in Secondary Schools (whereas the VCCEMA did not); • decreases maximum scheduled class time to: <ul style="list-style-type: none"> ○ for Teachers in primary schools – 21.5 hours per week on commencement and 21 hours per week from 2024 (from 22.5 hours under the VCCEMA); ○ for Teachers in secondary schools – 19 hours per week on commencement and 18.5 hours per week from 2024 (or the equivalent of the applicable maximum weekly scheduled class time for a full-time teacher, if the school operates a cyclical timetable) (from 20 hours under the VCCEMA), <p>or pro-rata for part-time Teachers;</p>

			<ul style="list-style-type: none"> decreases limits on maximum scheduled class time for first year teachers to: <ul style="list-style-type: none"> for Teachers in primary schools – 20 hours per week on commencement and 19.5 hours per week from 2024 (from 21 hours under the VCEMEA); for Teachers in secondary schools – 17 hours per week on commencement and 16.5 hours per week from 2024 (from 18 hours under the VCEMEA); decreases limit on number of extras for full-time Teachers to 10 hours on commencement, 5 hours in 2024, and 0 extras from 2025 (from 14 hours under the VCEMEA); 										
Professional Practice Time	Clause 60.9	Clause 61.9	<p>The CEMEA provides the following professional practice (release) time to full-time Teachers (pro rata for part-time teachers):</p> <table border="1"> <thead> <tr> <th>Period during which time release is to be used</th> <th>Amount of time release (in days, or equivalent separate periods)</th> </tr> </thead> <tbody> <tr> <td>Semester 1, 2023</td> <td>1 day or 5 hours</td> </tr> <tr> <td>Semester 2, 2023</td> <td>1 day or 5 hours</td> </tr> <tr> <td>2024</td> <td>1 day or 5 hours</td> </tr> <tr> <td>2025</td> <td>1 day or 5 hours</td> </tr> </tbody> </table>	Period during which time release is to be used	Amount of time release (in days, or equivalent separate periods)	Semester 1, 2023	1 day or 5 hours	Semester 2, 2023	1 day or 5 hours	2024	1 day or 5 hours	2025	1 day or 5 hours
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Semester 1, 2023	1 day or 5 hours												
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2024	1 day or 5 hours												
2025	1 day or 5 hours												

Leave

Issue	Reference in VCEMEA	Reference in CEMEA	Summary of key changes
Pro-rata non- term weeks pay	25.4	26.6	The CEMEA clarifies non-term weeks pay is not payable upon termination of employment where an Employee has moved from one Employer to another Employer or one school to another school during the school year without breaking continuity of service (as defined in clause 6 – Service Continuity).

Substitute days	28.4	28.4	The CEMEA amends the substitute days provision to confirm that an employer and an employee may agree to substitute another day for a public holiday prescribed in clause 28. The consent of the majority of employees is not required and agreement can be reached between an individual employee and employer.
Flexible leave	N/A	Clause 30.4	The CEMEA introduces a new entitlement for an employee to take up to a maximum of one day per school year from their paid personal leave balance as flexible leave for any reason and subject to approval requirements.
Paid family and domestic violence leave	Clause 33	Clause 33	The CEMEA: <ul style="list-style-type: none"> increases the entitlement to paid family and domestic violence leave for employees other than casual employees, to up to 20 days per school year (non-cumulative) (compared with 10, 13 and 15 days' leave depending on an employee's category of employment, under the VCCEMA); includes a new entitlement to 10 days' paid family and domestic violence leave for casual employees (in accordance with the NES).
Sexual Abuse Survivor's Support	N/A	Clause 34	The CEMEA includes a new entitlement to up to 20 days' paid leave for employees, other than casual employees, who have been victims of historical sexual abuse Subject to notice and evidence requirements, eligible employees will be able to access the leave in connection with attending and preparing for legal proceedings, accessing support services, or other activities approved by the Employer. 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.
Consultative Committee	Clause 40	Clause 40	The CEMEA includes a new entitlement for employee representatives on the Consultative Committee to access paid leave for attending trade union training, in accordance with the general provisions of the clause.
Parental Leave	Clause 27 Appendix 1	Clause 27 Appendix 1	The CEMEA: <ul style="list-style-type: none"> reduces the qualifying period for eligible employees to be entitled to paid parental leave under the Appendix, to three school terms or 30 school weeks' continuous service (compared with four school terms or 42 school weeks under the VCCEMA); increases paid birth-related leave to 16 weeks (from 14 weeks under the VCCEMA);

- increases paid adoption leave to 16 weeks (from 14 weeks under the VCCEMEA) (subject to the conditions of that clause);
- increases paid partner leave to four weeks (from one week under the VCCEMEA);
- introduces requirements that paid partner leave must:
 - commence no earlier than one week prior to the expected date of birth or the actual date of birth of the child (whichever is earlier); and
 - be taken no later than 26 weeks after the actual date of birth of the child;
- introduces paid pre-natal leave of up to a maximum 38 hours (for employees who are pregnant) and 15.2 hours (for employees whose spouses are pregnant), subject to evidence requirements and a requirement to schedule appointments to minimise disruption and/or the requirement to engage replacement staff for the absence. This entitlement is in addition to the entitlement to use up to five days of any accrued personal leave to attend pre-natal appointments;
- introduces two days of paid leave on up to five (5) occasions per child, for employees who provide short-term foster or kinship care as a primary caregiver to a child as a result of an eligible child protection intervention, following the child's placement;
- clarifies that, when an employee is working part-time following a previous period of parental leave, immediately prior to commencing a further period of paid parental leave, they will be paid during the parental leave on their part-time FTE;
- clarifies that, when an employee who has previously taken a period of paid parental leave must return to work in Catholic Education for three school terms or 30 schools week in order to be eligible for a subsequent period of paid parental leave.
- provides that the first 12 months of unpaid parental leave count as service for incremental progression purposes only (whereas under the VCCEMEA, all paid parental leave is recognised for the purposes of incremental progression); and
- introduces an entitlement to superannuation contributions to be made in during periods of parental leave during which the Employee is the primary caregiver, up to a cap of 52 weeks, paid as a lump sum on conclusion of the 52-week period if the Employee is still employed at that time (compared with the VCCEMEA, which entitled employees to superannuation contributions only when on paid parental leave).

Long Service Leave	Appendix 3	Appendix 3, 3.2	<ul style="list-style-type: none"> confirms that payment to an Employee for long service leave will be calculated by reference to an Employee's FTE immediately before the long service leave except where the Employee's FTE changed during the 104 weeks immediately before the long service leave, in which case the Employee's applicable weekly hours of work will be calculated in accordance with the Long Service Leave Act. Confirms that to the extent that any entitlement under the provisions of Appendix 3 are inconsistent with those provided under the Long Service Leave Act, the Employee will receive the more beneficial entitlement.
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Other matters

Issue	Reference in VCCEMA	Reference in CEMEA	Summary of key changes
Variation of hours	Clause 15	Clause 15	<p>The CEMEA:</p> <ul style="list-style-type: none"> in circumstances where a part-time employee elects to receive a severance payment because the Employer has proposed to reduce the employee's hours of work, employees will be eligible for 21 weeks' pay (or 25 weeks' if over 45 years of age) if they have over 12 years of continuous service (compared with 15 years of continuous service under the VCCEMA).
Part-time teacher hours	N/A	Clause 59.4	<ul style="list-style-type: none"> a new provision to confirm that employers will endeavour to minimise the numbers of days over which a part-time Teacher must work their FTE.
Consultation	Clause 16	Clause 16	<p>The CEMEA:</p> <ul style="list-style-type: none"> updates the procedures relating to the Consultative Committee to enable (rather than require) the Consultative Committee to provide recommendations/proposals to the Principal about specific issues, and clarifies that any recommendations/proposals are to be provided prior to the Principal making decisions on the relevant matters; introduces the requirement that minutes of meeting of the Consultative Committee will set out decisions made and any recommendations/advice contrary to the decision, and will be made available to staff; amends the process which applies when a Principal makes a decision which is not consistent with a recommendation of the Consultative Committee. The CEMEA requires that, where the Principal makes a

			<p>decision which is inconsistent with a proposal or recommendation put forward by at least three members of the Consultative Committee (rather than the whole of the Committee, under the VCCEMA), the Principal shall provide written reasons for the decision to staff (not only the Committee, as is the case under the VCCEMA);</p> <ul style="list-style-type: none"> introduces the requirement that the decision not be implemented by the Principal until the reasons have been provided in writing to staff;
Principal Consultation	N/A	Clause 69	The CEMEA provides that where the employer proposes to introduce a major change which may impact the workload required of Principals, the Employer will consult with Principals about the proposed change prior to the decision to implement the change.
Termination of employment	Clause 19	Clause 19	<p>The CEMEA:</p> <ul style="list-style-type: none"> introduces the requirement that, of the seven weeks' notice of termination that a Teacher must, give their employer, at least four weeks must be working weeks where practicable; and removes the Employer's right to withhold one week's pay for each week of the required notice not given by an employee, up to four week's pay.
Abandonment of employment	Clause 20	Clause 20	Should the conditions be satisfied in order for the Employer to deem an employee's employment to be abandoned, the abandonment shall be effective from the date that the Employer communicates this to the employee (whereas the abandonment would be backdated under the VCCEMA to the later of the last date of attendance at work or the last date of approved leave).
Accident make-up pay	Clause 49	Clause 50	The CEMEA increases the period of payment of accident make-up pay, to eligible employees, to a maximum of 39 weeks (from 26 weeks under the VCCEMA).
Redundancy	Appendix 2	Appendix 2	Under the CEMEA, employees will be eligible for 21 weeks' pay (or 25 weeks' if over 45 years of age) if they have over 12 years of continuous service (compared with 15 years of continuous service under the VCCEMA).

**CEO Administration
Employees**

Part 8 80 (d)

80 d

Changes the minimum engagement for a Casual CEO Administration Employee employed on a ad hoc basis from two hours to three hours.
