

**VICTORIAN EARLY CHILDHOOD
TEACHERS AND EDUCATORS
AGREEMENT 2016**

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PART A – DEFINITIONS

- a) **ACECQA** means the Australian Children's Education and Care Quality Authority.
- b) **Act** means the Fair Work Act 2009 or its successor.
- c) **Activity Group Leader** means a suitably qualified employee appointed by the employer to be responsible for the planning and implementation of an early childhood program other than a funded preschool/kindergarten program. Employees who are employed in a program that is operated in a long day care centre are excluded.
- d) **Advisor** means a teacher appointed by the employer to undertake some or all of the responsibilities of management, co-ordination, advice and/or support of early childhood teachers, early childhood educators and/or early childhood services.
- e) **Advisor in Charge** means an adviser appointed by the employer to direct the work of other advisers.
- f) **Agreement** means Victorian Early Childhood Teachers and Educators Agreement 2016.
- g) **Commission** means Fair Work Commission or its successor.
- h) **Continuous service** means a period during which the employee is employed by the employer, and does not include any period (an excluded period) that does not count as service as prescribed in s.22 of the Act.
- i) **Day** means for the purposes of clause 44, 7.6 hours duration (pro rata for part time employees).
- j) **DET** means the Department of Education and Training or its successor.
- k) **Diploma Qualified Early Childhood Educator** means an employee engaged as such who is required to hold a diploma qualification approved by the Regulator for the purposes of the National Law and published in accordance with Regulation 137(1)(b) of the Education and Care Services National Regulations 2011. Employees who are employed in a program that is operated in a long day care centre are excluded.
- l) **Early Childhood Educator** means an employee who is engaged as such to work under the general direction and supervision of an Early Childhood Teacher, a Diploma qualified Early Childhood Educator or an Activity Group Leader in any program, and who is required to hold or be working towards a Certificate III in Children's Services as required by the Regulator, or has been granted specific exemption. Employees who are employed in a program that is operated in a long day care centre are excluded except where they are employed exclusively in conjunction with an early childhood teacher in the delivery of the preschool education program.
- m) **Early Childhood Teacher (Teacher)** means an employee engaged as such, or an employee engaged in a position that requires the employee to hold an early childhood teaching qualification approved by the Regulator for the purposes of the National Law, and published in accordance with Regulation 137(1)(a) of the Education and Care Services National Regulations 2011; and who has current registration with the Victorian Institute of Teaching from 30 September 2015.
- n) **Educators for the purposes of Part E of this Agreement** mean employees required by the employer to hold Certificate III and Diploma qualifications,
- o) **Employee** means an employee whose employment is governed by this Agreement.

- p) **Employer** means an employer party to this agreement and specified in Schedule 1.
- q) **Engagement of a casual teacher** means the duration for which a casual teacher is engaged to cover the absence of a teacher or to fill a short term need of the service. Any extension of the engagement to cover a continuation of the absence or short term need shall be treated as part of the same engagement. Any engagement to cover the absence of a different teacher or short term need at the service shall be treated as a new engagement.
- r) **Full rate of pay** means that under the termination of employment provisions, the rate of pay payable to the employee, including incentive-based payments and bonuses; monetary allowances; overtime or penalty rates; and any other separately identifiable amounts.
- s) **Immediate family** means:
 - i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- t) **National Law** means the Education and Care Services National Law Act 2010 as amended from time to time.
- u) **National Regulations** means the Education and Care Services National Regulations 2011 as amended from time to time.
- v) **NES** means National Employment Standards as contained in sections 59 to 113 and 118 to 131 of the Fair Work Act 2009 (Cth), as they apply subject to s. 30H of the Act.
- w) **NQF** means National Quality Framework.
- x) **Ordinary time rate** means the hourly or weekly rate paid to the employee.
- y) **Preschool Field Officer (PSFO)** means a person who is required by the employer to hold a teaching qualification to support access and participation of children with additional needs in early childhood and/or intervention programs.
- z) **Qualifications** mean early childhood qualifications approved by the Regulator.
- aa) **Redundancy** means the employee's employment is terminated:
 - i. at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - ii. because of the insolvency or bankruptcy of the employer.
- bb) **Regulator** means the Australian Children's Education and Care Quality Authority or its successor.
- cc) **Small employer** means an employer who employs fewer than 15 employees.
- dd) **Term time** means the kindergarten term dates as determined by the Department of Education and Training.
- ee) **Week's pay** means the ordinary time rate of pay for the employee excluding overtime, penalty rates, allowances and bonuses.
- ff) **VIT** means Victorian Institute of Teaching.

PART B – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the Victorian Early Childhood Teachers and Educators Agreement 2016.

2. OBJECTIVES

The objectives of this Agreement are:

- 2.1 delivery of quality early childhood education that is accessible across a diversity of settings, including integrated settings, and which improves the developmental and educational outcomes of children attending the service;
- 2.2 building a more highly qualified early childhood education workforce which has the skills and competencies to deliver high quality early childhood education;
- 2.3 promoting continuous improvement in the provision of quality education and care services through the on-going implementation of National early childhood reforms;
- 2.4 through simplification and clarity of provisions in this Agreement reduce ambiguity, repetition and red tape;
- 2.5 in the context of new educator to child ratios in 2016, to enable greater flexibility to early childhood services in relation to the deployment of staff and the organisation and delivery of the education program; and in a simple way establish fair and reasonable workloads for teachers and educators.

3. COMMITMENTS

- 3.1 This partnership recognises the importance of highly skilled and qualified staff to the provision of better educational and developmental outcomes for children. Early childhood education services will endeavour to recruit and employ skilled and committed staff who are supported to ensure the delivery of high quality early education programs in accordance with the NQF and/or other government initiatives.
- 3.2 The parties will work towards achievement of the seven quality areas defined in the National Quality Framework: educational program and practice; children's health and safety; physical environment; staffing arrangements; relationships with children; collaborative partnerships with families and communities; and leadership and service management.
- 3.3 The role of teachers, educators and service providers is critical to this outcome as through them improvements in systems and service performance will lead to better outcomes for children and families. The parties will work towards such improvements as are necessary or desirable to achieve these better outcomes.
- 3.4 Early childhood teachers and educators will work to engage each child in effective learning, thereby promoting communication, learning and thinking, positive relationships and identity. It is recognized that this will be achieved through:
 - (a) on-going professional development of early childhood educators;
 - (b) early childhood educators identifying their own personal development needs, including continuous learning in order to enhance their knowledge and skills to

ensure the maintenance of the required standards for the delivery of programs.

(c) Employers supporting and encouraging professional development.

3.5 The employers and employees are committed to ensuring a healthy and safe workplace is maintained at all times through adherence to the requirements of the Occupational Health and Safety Act 2004, relevant Regulations, Codes of Practice and Guidance Notes.

4. COVERAGE OF THE AGREEMENT

This Agreement covers:

- (a) employers listed in Schedule 1
- (b) employees of employers listed in Schedule 1 as defined in this Agreement;
- (c) Australian Education Union; and
- (d) United Voice

5. EMPLOYER REPRESENTATION

Early Learning Association Australia shall have the right to represent employers with respect to any matter arising from this Agreement.

6. DATE AND PERIOD OF OPERATION

- 6.1 This Agreement will commence to operate 7 days after the date it is approved by the Fair Work Commission.
- 6.2 The Agreement has a nominal expiry date of 31 July 2019.
- 6.3 The parties agree to commence negotiations for a new Agreement not later than six months prior to the nominal expiry date of this Agreement.

7. NO FURTHER CLAIMS

This Agreement is made in full settlement of all claims arising from the Unions log of claims dated September 2012. There will be no further claims made during the term of this Agreement with no further salary increases before 1 August 2019.

8. ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

The employer shall ensure that copies of this Agreement and the NES are available to all employees covered by this Agreement either on a notice-board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

9. NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

The NES and this Agreement contain minimum conditions of employment for employees

covered by this Agreement.

10. RELATIONSHIP TO AWARDS AND OTHER AGREEMENTS

This Agreement shall operate to the total exclusion of the under-mentioned awards and enterprise agreements except as otherwise provided for in this Agreement:

- (a) Educational Services (Teachers) Award 2010
- (b) Children's Services Award 2010
- (c) KU Children's Services – Teachers Enterprise Agreement 2012 or its successor
- (d) Save the Children Australia – Queensland Enterprise Bargaining Agreement 2009 or its successor; and
- (e) Save the Children Australia – Northern Territory Enterprise Bargaining Agreement 2009

11. INDUSTRIAL RELATIONS PRINCIPLES

The parties commit to the following industrial relations principles:

- (a) Cooperative and consultative relationships;
- (b) Relationships based on mutual respect, trust and preparedness to consider alternative viewpoints;
- (c) Negotiations involving a mutual problem solving approach focusing on long term gains for all parties;
- (d) Work within a progressive industrial relations culture to create a system of highly effective early childhood services with effective workplace practices; and
- (e) Recognition of an appropriate role for workplace representatives.

12. CONSULTATION

12.1 This clause applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

12.2 Major change

For a major change referred to in paragraph 12.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) sub-clauses 12.3 to 12.9 apply.

12.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

12.4 The employer must recognise the representative if:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

12.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

12.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

12.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

12.8 If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 12.2(a), 12.3 and 12.5 are taken not to apply.

12.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

12.10 Change to regular roster or ordinary hours of work

For a change referred to in subclause 12.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) sub-clauses 12(11) to 12(15) apply.

12.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

12.12 The employer must recognise the representative if:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

12.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

12.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

12.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

12.16 In this clause **relevant employees** means the employees who may be affected by a change referred to in subclause 12.1.

13. GRIEVANCE PROCEDURE

13.1 The parties recognise that from time to time employees may have grievances in relation to matters arising from this Agreement which need to be resolved.

13.2 The objective of this procedure is to ensure that such grievances are resolved without unnecessary delay and that the principles of procedural fairness are followed.

13.3 The following procedure shall apply:

- (a) The employee shall attempt in the first instance to resolve the matter directly with his/her immediate supervisor.
- (b) If the employee still feels aggrieved then the matter shall be referred to the nominated representative of the employer.
- (c) If the grievance is still unresolved a meeting of the parties shall be arranged at the request of any party.
- (d) It is agreed that the requirements of this clause shall, as far as is reasonably practicable, be fulfilled within seven business days from the date that the full and complete details of the grievance were notified to the employer. Where resolution of the grievance is not achieved within seven business days then the period may

be extended to a maximum of fourteen business days or such longer period as agreed between the parties with such agreement not to be withheld unreasonably.

- (e) Until the grievance is determined, the employee shall continue normal work unless he or she has a reasonable concern about an imminent risk to his or her health or safety and must comply with a direction given by the employer to perform other available work at the same workplace or another workplace unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (f) No party shall be prejudiced as to the final settlement by the continuance of work.
- (g) A nominated representative of the employee or employer shall be entitled to participate in any discussion(s) conducted under these provisions subject to the giving of three business days' prior notice by either party or at an earlier time by mutual agreement.
- (h) If the grievance is not settled the matter may be referred by either party to the Commission for resolution in accordance with clause 15 – Dispute Resolution.
- (i) At any time during the grievance process, the parties may agree to attempt to resolve the matter through a process of mediation. The mediation process and cost associated with this process will be agreed to by the parties. The procedures under this clause will be suspended while a mediation process is being followed.

14. DISCIPLINARY PROCEDURES

- 14.1 The disciplinary procedure will be used by an employer to address alleged misconduct. This clause will not apply to casual and probationary employees.
- 14.2 The disciplinary procedure must be underpinned by the principles of procedural fairness.
- 14.3 Where the employer decides that an employee's conduct warrants an investigation, and disciplinary action is necessary, the employer shall notify the employee in writing of the reasons why the disciplinary action is being taken. The employer shall provide the employee reasonable time to respond to the allegations.
- 14.4 The employer must provide the employee reasonable notice of any meeting and/or interview held during the investigation process. Each party has the right to have a nominated representative or support person during such interviews and/or meetings.
- 14.5 In serious cases of misconduct, the employer may suspend the employee from duty, on normal pay, while the matter is investigated.

- 14.6 Following the investigation and consideration of the employee's response the employer shall determine whether or not the allegation has substance and whether to issue a warning.
- 14.7 Warnings must be verbal and in writing; recorded on the employee's personnel file and a copy given to the employee.
- 14.8 If unsatisfactory conduct continues, a further warning both verbal and in writing may be given to the employee. It shall be recorded on the employee's personnel file and a copy given to the employee.
- 14.9 If unsatisfactory conduct continues or recurs employment may be terminated in accordance with clause 19.
- 14.10 If after a warning has been issued, a period of twelve months elapses without any further warnings or action being required, all reports relating to the warning must be removed from the employee's personnel file and the employee advised in writing.
- 14.11 Any dispute relating to disciplinary action shall be dealt with under clause 15, Dispute Resolution.

15. DISPUTE RESOLUTION

- 15.1 This clause sets out procedures to settle the dispute if a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards
- 15.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 15.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 15.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 15.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- Note:** If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 15.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an employee must continue to perform his or her work as he or she would

normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

15.7 The parties to the dispute agree to be bound by a decision made by the Commission in accordance with this clause.

16. EXCESSIVE OR UNREASONABLE WORK

An employee who considers his or her work to be excessive or unreasonable may seek resolution of the matter through the Dispute Resolution provisions of this Agreement.

PART C – COMMON TERMS AND CONDITIONS

17. TYPES OF EMPLOYMENT

17.1 Employees engaged under this Agreement will be employed in one of the following categories.

- (a) full-time employment; or
- (b) part-time employment; or
- (c) temporary employment; or
- (d) casual employment.

17.2 Terms of engagement

- (a) On appointment, the employer will provide the employee (other than a casual employee) with a letter of appointment stating his/her type of employment, classification level, rate of salary applicable on commencement and, if applicable, the expiry date of his/her employment.
- (b) An employee engaged on a temporary basis shall for each temporary employment period be provided with a letter of appointment stating that the employee's appointment is temporary, the reason the employment is temporary and the start and finishing dates of such appointment.
- (c) Where applicable, the letter shall also document the annual leave option which shall apply to the employee.
- (d) It is a condition of employment that on or after 30 September 2015 a teacher must have a current registration with the Victorian Institute of Teaching.

17.3 Part-time employee

- (a) A part-time employee is engaged to work for less than 38 ordinary hours per week. Hours may be worked in accordance with clause 26.
- (b) For each hour of employment a part-time employee shall be paid at the rate of 1/38th of the weekly rate for the employee's salary level for their classification.
- (c) A part-time employee shall be entitled to pro rata entitlements under this Agreement based on their contracted hours of engagement.
- (d) At the time of engagement, the employer and the employee will agree, in writing, on the regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work and where applicable, the number of weeks of the preschool year the employee will work and the starting and finishing times each day.
- (e) The terms of the agreement in clause 17.4(d) may be varied by agreement between the employer and employee. Any such variation will be recorded in writing.
- (f) An employee may agree to work in excess of their agreed hours for a specified period of time. In such cases their ordinary hours of work and the additional hours shall not exceed a total of 38 hours in any one week. The employee will be paid for actual additional hours at their standard rate plus a loading of 25% in lieu of paid leave entitlements for the additional hours.
- (g) With the agreement of the employer an employee who works additional hours

may accrue entitlements to paid leave for the additional hours worked in lieu of the loading provided for in clause 17.4(f).

17.4 Temporary employment

- (a) A temporary employee may be engaged to work:
 - (i) in a position which is temporarily vacant for a specified period of time; or
 - (ii) for a specific project, task or tasks; or
 - (iii) in a position which is subject to specific funding for a fixed period of time; or
 - (iv) in a position which is vacant for a specified period of time as a result of an employee taking leave in accordance with this Agreement, the NES or other approved absences such as approved unpaid absence.
- (b) The essential feature of a temporary appointment is that there can be no expectation of continuity of employment beyond the expiry date of the specified period, or of on-going employment.
- (c) The employer shall not employ a temporary employee to avoid any obligation under this Agreement and shall not dispense with an on-going position for the purpose of creating a temporary position.
- (d) The employer may offer a temporary employee successive periods of temporary employment or extend any period of temporary employment subject to the requirements of 17.5(a).
- (e) Where a temporary position is converted to an on-going position and the temporary employee is subsequently appointed to an on-going position, any period of temporary employment with the employer immediately prior to the commencement of on-going employment shall be recognized as service for the purposes of calculating the employee's leave entitlements, provided the employee has not taken the leave or received payment (or loading) in lieu of such leave.
- (f) A temporary employee will be entitled to pro-rata benefits to annual leave, annual leave loading, personal/carer's leave and compassionate leave provided that the employer may pay the employee a 25% loading in lieu of the aforesaid benefits.

17.5 Casual employee

- (a) Casual employment means employment on a day-to-day basis.
- (b) The hourly rate for a casual employee is set out in Schedule 2.
- (c) In addition to his/her hourly rate, casual employees shall receive an additional loading of 25% of the hourly rate instead of leave entitlements under this Agreement or the NES.
- (d) Engagement of a casual early childhood teacher shall be for a minimum of 3.5 hours on any one day.
- (e) Engagement of a casual Educator, Diploma Qualified Educator and Activity Group Leader shall be for a minimum of 2 hours on any one day.

17.6 On-going employment

- (a) Subject to the following provisions of this Agreement employees engaged as full-time or part-time employees shall be ordinarily employed on an on-going basis:
 - (i) Clause 17.5 Casual employment
 - (ii) Clause 17.4 Temporary employment
 - (iii) Clause 18 Probation period
 - (iv) Clause 19 Termination of employment
 - (v) Clause 20 Redundancy

17.7 Variation to contracted hours or days of attendance

- (a) An employer cannot vary an employee's contracted ordinary hours or days of attendance unless:
 - (i) the employee consents; or
 - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides four weeks' notice in writing consistent with the process specified in clause 12 – Consultation. Where the proposed change proceeds and results in a reduction in salary, the salary of the employee shall be maintained for a period of four weeks from the date of notification.

18. PROBATION PERIOD

- 18.1 A probation period of 12 weeks of term time shall apply to all employees.
- 18.2 The employer may terminate the employment of an employee at any time while on probation.
- 18.3 Termination must be by at least one week's notice given in writing or by the payment of one week's wages in lieu of notice. Such payment shall be in addition to payment for time worked up to the actual date of termination of employment.
- 18.4 At the expiration of the probation period the employer shall:
 - (a) confirm the employment; or
 - (b) terminate the employment.
- 18.5 Notwithstanding 18.4 a probation period may be extended by agreement between the employer and the employee for a further period not to exceed six months from the date of commencement of the initial probation period.
- 18.6 Discussions associated with any extension of the probationary period must occur no later than a week prior to the expiration of the probationary period.

19. TERMINATION OF EMPLOYMENT

19.1 Requirement for notice of termination or payment in lieu

- (a) An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).

- (b) Clause 19.1(a) does not apply to any of the following employees:
- (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
 - (ii) an employee whose employment is terminated because of serious misconduct;
 - (iii) a casual employee;
 - (iv) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
 - (v) an employee prescribed by the regulations (Act) as an employee to whom this clause does not apply.
 - (vi) where an employee is engaged under a maximum term contract and their service is terminated prior to the end of the maximum term, the notice period as specified in the contract of employment or the provisions of this clause will apply.
- (c) The employer must not terminate the employee's employment unless:
- (i) the time between giving the notice and the day of the termination is at least (the minimum period of notice) worked out under 19.1.(d) or (e); or
 - (ii) the employer has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- (d) Work out the minimum period of notice for Educators and Diploma Qualified Educators and Activity Group Leaders as follows:
- (i) First, work out the period using the following table:

Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
1 Not more than 1 year	1 week
2 More than 1 year but not more than 3 years	2 weeks
3 More than 3 years but not more than 5 years	3 weeks
4 More than 5 years	4 weeks

- (ii) then increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.
- (e) The employment of an Early Childhood Teacher will not be terminated without at least 4 working weeks' notice (inclusive of the notice required under the NES) or such period as agreed between the parties. If the employee is over 45 years of

age and has completed at least 2 years of service the period will be increased by 1 week.

19.2 Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the relevant period of notice the employer may withhold from any monies, except for any entitlement to long service leave, due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

19.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

19.4 Statement of service

- (a) Upon the termination of employment of an employee, the employer will provide upon the request of the employee, a statement of service setting out the commencement and cessation dates of employment, position title and the employee's classification.
- (b) An employer will provide upon the request of an employee a statement of sick leave and long service leave balances.
- (c) Upon request a casual employee will be given a statement setting out the number of days worked by the employee during the period of engagement.

20. REDUNDANCY

- (a) This clause supplements the NES and deals with redundancy.
- (b) If an employee's hours are reduced, without his/her consent in accordance with 17.7, by more than 25% he/she will be entitled to the provisions of this clause.
- (c) An employer shall not be required to provide any of the applicable severance entitlements under clause 20.4 and 20.5 to an employee in circumstances where the Victorian State Government either directly or indirectly assumes responsibility for the delivery of early childhood education services and the employee becomes an employee of the State Government or its nominee.
- (d) The provisions of clause 12 – Consultation will apply.

20.1 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to under the NES if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference

between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

20.2 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the NES period of notice or the period of notice given in accordance with 19.1(d) or (e). The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

20.3 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the NES notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or he/she will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 19.3.

20.4 Amount of severance pay

Period of continuous service	Severance pay
At least one year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

20.5 Severance pay – employees of a small employer

An employee of a small employer whose employment is terminated by reason of redundancy will be entitled to receive the following amount of severance pay in respect of his/her period of continuous service.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and over	8 weeks

21. AGREEMENT FLEXIBILITY

21.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relationship to one or more of the matters mentioned in 21.1(a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

21.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

21.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

- 21.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 21.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer or employee agree in writing – at any time.

22. SALARY PACKAGING

- 22.1 All permanent employees covered under the terms of this Agreement are eligible to apply for salary packaging in respect of a range of salary packaged benefits as determined by the Australian Taxation Office and agreed by the employer.
- 22.2 Notwithstanding any other provision of this Agreement, the salary that would otherwise be applicable to an employee under the Agreement shall be reduced by such amount as agreed between the employee and the employer to the extent necessary to provide a package for the employee.
- 22.3 The remuneration package for the employee will comprise the reduced salary and taxable and tax-exempt benefits as defined in the Fringe Benefits Tax Assessment Act 1986 (Cth).
- 22.4 The employer shall not make any purchases on behalf of the employee in respect of the Salary Packaging Agreement.
- 22.5 The employee shall pay for all reasonable administration and other costs, including set up and termination costs and fringe benefits tax associated with salary packaging.
- 22.6 The "Salary Packaging Agreement" in Schedule 3 must be used on all occasions to record salary packaging arrangements.
- 22.7 The terms and conditions applying to salary packaging arrangements shall be as specified in the Salary Packaging Agreement.
- 22.8 The employee shall seek independent financial advice. The employer shall not be responsible in any way for the cost or outcome of any such advice.
- 22.9 In respect of an employee who enters into a salary packaging agreement, the salary rate that would otherwise be applicable to the employee under this Agreement shall be used to calculate entitlements in respect of:
- (a) Annual leave loading
 - (b) Outstanding leave due upon termination of employment
 - (c) Redundancy payments
 - (d) Employer superannuation contributions
- 22.10 While an employee who has entered into a Salary Packaging Agreement is on any form of paid leave including annual leave, long service leave or special leave, the employee shall continue to be paid in accordance with the Salary Packaging Agreement.

23. SUPERANNUATION

23.1 Superannuation legislation

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

23.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

23.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 23.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 23.2 and 23.3 no later than 28 days after the end of the month in which the deduction authorised under clauses 23.2 and 23.3 was made.

23.4 Superannuation fund

Unless to comply with superannuation legislation, the employer is required to make superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.2 and 23.3 to one of the following superannuation funds or its successors:

- (a) Australian Super
- (b) Vision Super
- (c) HESTA
- (d) VicSuper
- (e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

24. ACCIDENT PAY

- 24.1 Where an employee becomes entitled to weekly compensation payments pursuant to the Accident Compensation Act 1985 (the Act), the employer will pay to the employee an amount equivalent to the difference between:
- (a) the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated, and
 - (b) the amount that would have been payable under this agreement for the classification of work if the employee had been performing their normal duties, provided that such rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.
- 24.2 Accident pay shall not apply in respect of any injury during the first five working days of incapacity.
- 24.3 Accident pay shall not apply to any incapacity occurring during the first two weeks of employment, unless such incapacity continues beyond the first two weeks.
- 24.4 Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to the accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- 24.5 The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury.
- 24.6 Where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

25. EMPLOYEE WORK LOCATIONS

- 25.1 An employer may direct an employee to attend another early education service to meet a short-term need for a period of up to five consecutive working days. An employee shall not unreasonably refuse such a direction.
- 25.2 Additional expenses approved by the employer that are incurred by the employee as a result of the direction of the employer to the alternate work location, such as but not limited to, travel allowance where the employee's vehicle is utilised or additional childcare shall be met by the employer.
- 25.3 Additional travel time necessary to travel to and from the alternate work location shall count as time worked.
- 25.4 Such approval by the employer shall not be unreasonably withheld and will be communicated to the employee prior to him/her incurring any such expenditure.
- 25.5 Reimbursement for approved expenses incurred by the employee shall be made in a timely manner.
- 25.6 Any extension of the period beyond five consecutive working days shall only be with the genuine consent of the employee.

26. ROSTERED HOURS

- (a) Hours may be rostered:
 - (i) across the 38 hour week; or
 - (ii) over a 76 hour fortnight; or
 - (iii) over 152 hours in a four week period by agreement between the employer and employee.
- (b) The employer shall advise the employee in writing of the rostered daily hours of work, stating the hours of commencement and finishing including times of any breaks.

27. PAYMENT OF WAGES

- 27.1 At the employer's discretion, employees shall be paid weekly or fortnightly by electronic transfer into the employee's nominated bank account or other agreed method.
- 27.2 An employee may request the pre-payment of salary for any period of term break and where so requested the payment shall be made no later than the last day of the term.

28. ALLOWANCES

28.1 Vehicle allowance

- (a) An employee who is authorised by the employer to use his/her motor vehicle in the course of his/her duties will be reimbursed for such travel at the rates prescribed from time to time by the Australian Taxation Office.
- (b) Where an employee is required to utilise his/her vehicle for work purposes they will be reimbursed for all additional kilometres travelled in order to fulfil that duty including payment for the forward and return journey. The provisions of this clause will not apply to journeys to and from work except where any of the authorized activities are conducted at the workplace and require an additional journey in order for the employee to undertake them.

28.2 Clothing and equipment

- (a) Employees shall be paid an allowance of \$1.90 per day or part day thereof or provided with suitable protective clothing or a uniform in lieu thereof. The allowance shall be payable in respect to pre-school terms as determined by the Department of Education and Training, excluding periods of long service leave, approved unpaid absence, sick leave, personal/carer's leave, compassionate leave or bereavement leave.
- (b) Where the employer provides protective clothing or a uniform:
 - (i) such clothing shall be laundered at the expense of the employer;
 - (ii) shall remain the property of the employer;
 - (iii) shall be replaced by the employer at no cost to the employee when it becomes unserviceable; and
 - (iv) shall be returned to the employer on termination.

- (c) The employer shall provide surgical gloves for the use of employees involved in toileting and/or bathing of children.

28.3 Reimbursement of expenses

- (a) All reasonable expenses incurred by the employee at the written direction and prior approval of the employer, including out-of-pocket expenses, course fees and materials, telephones, accommodation, travelling expenses, police checks and the cost of special protective clothing, incurred in connection with the employee's duties will be paid or reimbursed by the employer.
- (b) Such expenses do not include items that are required to be held by the employee under the National Law, National Regulations or any other statutory or regulatory authority.
- (c) The employer shall require the employee to present evidence of cost/expenditure prior to effecting payment.

28.4 Meal allowance

Where an employer requires an employee to undertake work in excess of 9 hours in any one day during Monday to Friday or more than four hours on a Saturday the employer will provide a meal allowance of \$11.38 or a meal to the employee.

28.5 Adjustment of expenses related allowances

Each expense related allowance under this clause will be varied annually as determined by the Fair Work Commission as a consequence of the Annual Wage Review or the adjustment of expenses related allowance, as applicable, and applied to the relevant modern awards.

29. PERSONAL/CARERS' LEAVE AND COMPASSIONATE LEAVE

29.1 Paid personal/carers' leave

This clause applies to employees, other than casual employees.

29.2 Entitlement to paid personal/carers' leave

- (a) *Amount of leave*
 - (i) For each year of service with his or her employer, an employee is entitled to 10 days (76 hours) of paid personal/carers' leave.
 - (ii) However an Early Childhood Teacher, including a Pre-school Field Officer or Advisor, is entitled to 15 days (114 hours) of paid personal/carers' leave.
- (b) *Accrual of leave*
 - (i) On commencement of his/her service with an employer, an employee shall be granted his/her first year's entitlement to personal/carers' leave on a notional basis.
 - (ii) On completion of each year's service employees shall be granted a further entitlement on a notional basis.
 - (iii) If in the first year of service a teacher exceeds his/her notional entitlement to personal/carers' leave he/she may access his/her notional entitlement for the subsequent year subject to the production of a medical certificate for all such absences.

- (iv) An employee's entitlement to paid personal/carers' leave accumulates from year to year.

29.3 Termination of employment

Where an employee's employment ends and the amount of personal/carers leave taken by the employee exceeds his/her actual entitlement under the accrual method prescribed in s.96(2) of the Fair Work Act, the employee must repay on demand, the payment made by the employer for the leave taken but not accrued. The employer is authorised by this clause to withhold from any monies due to the employee on termination, except for any entitlement to long service leave, either under this agreement or the NES, an amount not exceeding the amount of the excess accrual.

29.4 Taking paid personal/carers' leave

An employee may take paid personal/carers' leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

29.5 Employee taken not to be on paid personal/carers' leave on public holiday

If the period during which an employee takes paid personal/carers' leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on personal/carers' leave on that public holiday.

29.6 Payment for paid personal/carers' leave

If, in accordance with this clause, an employee takes a period of paid personal/carers' leave, payment for any such absence shall be without loss of pay.

29.7 Paid personal/carers' leave must not be cashed out

Paid personal/carers' leave must not be cashed out.

29.8 Entitlement to unpaid carers' leave

- (a) An employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

(b) Taking unpaid carer's leave

- (i) An employee, including a casual employee, may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 29.8(a).
- (ii) An employee may take unpaid carer's leave for a particular permissible occasion as:

1. a single continuous period of up to 2 days; or
 2. any separate periods to which the employee and his or her employer agree.
- (iii) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take personal/carer's leave.

29.9 Infectious diseases leave

- (a) An employee who contracts an infectious disease through contact during the course of their employment shall be entitled to paid infectious diseases leave in accordance with the following scale.
- (b) Such leave shall not be applied against their entitlement to personal/carer's leave.
- (c) A medical certificate for any absence must be provided to the employer and state:
 - (i) the employee has contracted the specified disease as a direct result of their employment;
 - (ii) nature of the illness;
 - (iii) is not fit to perform their duties; and
 - (iv) period of absence.
- (d) The prescribed infectious diseases and the relevant periods of additional leave are:
 - (i) 5 consecutive days for:
 1. German Measles (Rubella)
 2. Chicken Pox (Varicella)
 3. Influenza
 - (ii) 10 consecutive days for:
 1. Measles (Morbilli)
 2. Mumps (Parotitis)
 3. Scarlet Fever
 4. Whooping Cough
 - (iii) As determined by an approved medical practitioner for:
 1. Rheumatic Fever
 2. Hepatitis

29.10 Compassionate Leave

- (a) *Entitlement to compassionate leave*

An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:

- (i) Contracts or develops a personal illness that poses a serious threat to his or her life; or

- (ii) Sustains a personal injury that poses a serious threat to his or her life; or
- (iii) Dies.

(b) *Taking compassionate leave*

- (i) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 1. to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 29.10(a); or
 2. after the death of the member of the employee's immediate family or household referred to in clause 29.10(a).
- (ii) An employee may take compassionate leave for a particular permissible occasion as:
 1. a single continuous 2 day period; or
 2. 2 separate periods of up to a total of 2 days; or
 3. any separate periods to which the employee and his or her employer agree.
- (iii) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

29.11 Payment for compassionate leave (other than for casual employees)

If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, payment for the absence shall be without loss of pay. Such leave shall be paid at the normal rate of pay.

29.12 Notice and evidence requirements

- (a) An employee must give his or her employer notice of the taking of leave under this clause by the employee.
- (b) *The notice*
 - (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.
- (c) An employee who has given his or her employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that:
 - (i) If it is paid personal/carer's leave – the leave is taken for a reason specified in clause 29.4; or
 - (ii) If it is unpaid carer's leave – the leave is taken for a permissible occasion in circumstances specified in clause 29.8(b)(i) or (ii) or
 - (iii) If it is compassionate leave – the leave is taken for a permissible occasion specified in clause 29(10).
- (d) *Evidence requirements*

- (i) For absences on personal/carer's leave exceeding 3 consecutive working days a medical certificate must be produced if required by the employer; or
 - (ii) Where an employer has reasonable grounds to suspect abuse of personal/carers' leave provisions the employer may require the employee to produce a medical certificate or statutory declaration that the employee was unable to work; or
 - (iii) Provided further, that for any absences, either the working day before or the working day after a public holiday, an employee shall be required to provide a medical certificate stating that the employee was unable to work.
- (e) **Compliance**

An employee is not entitled to take leave under this clause unless the employee complies with the requirements of this clause.

30. PUBLIC HOLIDAYS

30.1 Entitlement to be absent from employment on public holiday

An employee other than a casual employee or an employee in receipt of a loading in lieu of leave entitlement is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.

30.2 Meaning of public holiday

- (a) Each of the following are public holidays:
 - (i) 1 January (New Year's Day);
 - (ii) 26 January (Australia Day);
 - (iii) Labour Day;
 - (iv) Good Friday;
 - (v) Saturday before Easter Sunday;
 - (vi) Easter Monday;
 - (vii) 25 April (Anzac Day);
 - (viii) Queen's Birthday;
 - (ix) Melbourne Cup Day (All of Victoria unless alternate local holiday has been arranged by non-metropolitan council);
 - (x) 25 December (Christmas Day);
 - (xi) 26 December (Boxing Day).
- (b) When Christmas Day is a Saturday or Sunday a public holiday in lieu thereof will be observed on 27 December.
- (c) When Boxing Day is a Saturday or Sunday a public holiday in lieu thereof will be observed on 28 December.
- (d) When New Year's Day or Australia Day is a Saturday or Sunday, a public holiday in lieu thereof will be observed on the next Monday.

- (e) Any other day, or part day, declared or prescribed by or under a law of the State of Victoria to be observed generally within the State, or a region of the State, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations in the Act from counting as a public holiday.

30.3 Substituted public holidays under State Law

If, under (or in accordance with a procedure under) a law of the State, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of clause 30.2, then the substituted day or part-day is the public holiday.

30.4 Substitute days by agreement

- (a) By agreement between an employer and a majority of employees at a work location it may be agreed to substitute another day for any day prescribed in clause 30.2.
- (b) In such circumstances, any overtime provisions shall not apply for work undertaken on the public holiday.
- (c) Where no such agreement is reached the overtime rates specified in clause 54 – Overtime shall apply to all employees for work undertaken on the public holiday.

30.5 Payment for absence on public holiday

If an employee is absent for his or her employment on a day or part-day that is a public holiday, any such absence will be without loss of pay.

31. PARENTAL LEAVE

31.1 Parental leave is provided in the NES, including but not limited to:

- (a) Notice and evidence requirements;
- (b) Period of leave;
- (c) Extension or reduction in period of leave; and
- (d) Transfer to a safe job.

This clause supplements the NES.

31.2 Eligibility to take parental leave

An employee is eligible to access unpaid Parental leave if she/he has had not less than 12 months service with that employer immediately preceding the date upon which he/she proceeds to take such leave.

31.3 For the purposes of 31.2 service is:

- (a) any duty as an employee other than any period of employment on a casual basis; and
- (b) any approved period of leave with pay.

31.4 The initial period of parental leave may be up to a maximum of 78 weeks (including any leave taken under 31.5) with any extension to be in accordance with the NES.

31.5 Payments associated with maternity and adoption leave

An employee eligible under clause 31.2 and who satisfies the notice and evidence requirements under the NES will be entitled to a payment equivalent to 14 weeks' salary, payable on commencement of maternity/adoption leave.

31.6 An employee must have had 26 or more weeks' service within the 52 weeks immediately preceding the date the employee commences such leave for second or subsequent children.

31.7 Payments associated with partner leave

An employee eligible under clause 31.2 and who satisfies the notice and evidence requirements under the NES will be entitled to a payment equivalent to five days, payable on commencement of partner leave.

31.8 An employee must have had 26 or more weeks' service within the 52 weeks immediately preceding the date the employee commences such leave for second or subsequent children.

32. COMMUNITY SERVICE LEAVE

32.1 Community service leave is provided for in the NES. This clause supplements the NES and deals with Jury Service.

32.2 In accordance with s52 of the Juries Act 2000 (Vic) employees shall be entitled to be paid by their employer for all absences on jury service, provided that any monies paid by the court for attendance by the employee undertaking jury service will be paid or reimbursed to the employer unless otherwise determined by the employer.

33. LONG SERVICE LEAVE

The provisions of the Long Service Leave Act 1992 (Vic) as amended from time to time, shall apply to employees covered by this Agreement.

34. MEAL BREAKS

34.1 Within the daily hours of attendance employees are entitled to a meal break from teaching or contact with children:

- (a) commencing no later than 5.5 hours from commencement of rostered work; and
- (b) of not less than thirty consecutive (30) minutes duration; and
- (c) where required by the Regulations or the employer to remain on the premises such break will be paid and allocated as non-teaching/non-contact time.

34.2 The break can be either:

- (a) concurrent with non-teaching or non-contact duties and included in the employee's normal working hours; or
- (b) free of all duties and consequently unpaid.

34.3 In the case of unforeseen circumstances the break may be delayed and will be taken as soon as practicable, provided that hours worked beyond the time at which the break was due will be paid at the rate of time and one half until such time as the break is taken in the day.

34.4 Where an employee genuinely agrees to delay the meal break to no later than six (6) hours from the commencement of rostered work then such arrangement must be documented showing the duration of the agreement which must not exceed a preschool year and signed by the parties.

35. ORGANISATIONAL DAYS

35.1 Employees shall be entitled to two child free days to undertake organisation activities approved by the employer.

35.2 The first day of Term 1 and the last day of Term 4 will be the common child free days to facilitate the preparation for the commencement and conclusion of the preschool year.

35.3 All employees, including part-time employees who would not normally be rostered to attend on either or both days, will be rostered to attend work on these days.

35.4 Employees who would not have normally been rostered to attend on one or both of these days, will be rostered according to the average of their weekly hours of work and paid for such attendance.

35.5 Any employee not normally rostered to attend on one or both of these days may elect not to attend.

35.6 An employee who elects under clause 35.5 not to attend one or both of these days will have a substitute child free day(s) determined by agreement as follows:

- (a) one of their normal rostered days will be the child free day(s); or
- (b) another day(s) on which the employee would not normally be rostered to attend shall be the child free day(s).

36. MODELS OF EMPLOYMENT/ATTENDANCE

36.1 A teacher, other than a PSFO/Advisor/Advisor-in-Charge will be engaged on the ten weeks leave model of employment.

36.2 An employee, other than a teacher, may be engaged under the following models of employment:

- (a) the four weeks leave model; or
- (b) the ten weeks leave model.

36.3 Employees who are employed under the four weeks leave model will be paid the 52/52 salary specified in schedule 2. Employees who are employed under the ten weeks leave model will be paid the 46/52 salary specified in schedule 2.

36.4 Employees engaged under the ten weeks leave model will not be required to attend during term breaks except in the circumstances set out in clause 36.3.

36.5 An employer may advertise a position for an employee other than a teacher, which requires the employee to attend during any or all of the additional leave period referred to in clause 36.2.

36.6 Attendance requirements for existing employees in place at the time this agreement is made will not be altered by the introduction of the ten weeks leave model referred to in

clauses 36.1 and 36.2 unless otherwise agreed between the employer and the employee.

37. ANNUAL AND ADDITIONAL LEAVE

- 37.1 An employee is entitled to 152 hours (20 days for a full time employee) annual leave in respect of each year of service accrued on a pro-rata basis.
- 37.2 In addition to annual leave accrued under sub-clause 37.1, an employee employed under the ten weeks leave model (36.1 and 36.2(b)) is entitled to additional paid leave of 228 hours (30 days for a full time employee) accrued on a pro-rata basis.
- 37.3 An employee may agree to work during any or all of the additional leave period (up to a maximum of 228 hours or 30 days), in which case the leave will be purchased back by the employer at ordinary time rates for the agreed period.
- 37.4 The entitlement referred to in 36.2 is reduced by any leave purchased under sub-clause 36.3.
- 37.5 Employees will take leave accrued under 36.1 and 36.2 during term breaks unless otherwise agreed between the employer and employee.
- 37.6 Payment for each period of leave will be based on the employee's weekly salary immediately prior to the commencement of the leave. Payment for the leave provided in sub-clauses 36.1 and 36.2 shall be paid throughout the period of leave in accordance with normal arrangements; however where an employee requests payment in advance of the last day of any or each term, then payment may be made.
- 37.7 An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.
- 37.8 Any unused leave accrued under 36.1 and 36.2 will be paid out on cessation of employment.
- 37.9 All educators currently on options other than the annualised option under VECTAA 2009 will be transferred to the standard ten week leave model at the commencement of this agreement and paid under the 46/52 model of employment. This transfer will not result in a reduction to any employee's weekly pay. The normal method of transfer would be for the additional unpaid hours currently being worked to be included in the employee's paid hours under this agreement.

38. ANNUAL LEAVE LOADING

- 38.1 This clause supplements the NES which deals with annual leave.
- 38.2 An employee who has served throughout the preschool year is entitled to a leave loading of 17.5% on four weeks' annual leave at the employee's ordinary rate of pay.
- 38.3 The loading will normally be paid on the last pay day prior to the end of Term 4 or on the termination of employment by either party.
- 38.4 Leave loading is to be calculated using the following formula:

[Weekly salary x 4 x 17.5%] x term weeks worked by the employee in that preschool year / Total term weeks in that preschool year

39. APPROVED UNPAID ABSENCE

- 39.1 An employee may apply for a period of approved unpaid absence which will be considered by the employer on a case by case basis with approval to be at the sole discretion of the employer.
- 39.2 In determining the matter, the employer may have regard to the following:
- (a) any benefit to the service resulting from granting the application;
 - (b) whether the employee has access to any form of paid leave;
 - (c) operational requirements of the position;
 - (d) impact on other employees;
 - (e) additional costs to the employer (excluding any costs directly associated with the employment of a replacement employee for the period of leave); and
 - (f) ability to source appropriately qualified staff.
- 39.3 The employee must submit his/her application in writing at least two months prior to the proposed commencement of leave. The required notice period may be varied in exceptional circumstances.
- 39.4 Any period of approved absence shall not break the continuity of service but will not be taken into account in calculating the period of service with the employer.
- 39.5 Unless otherwise agreed between the employer and employee, the employee will be entitled to return to the position which she/he held immediately prior to the commencement of the absence.
- 39.6 Where such position no longer exists but other positions for which the employee is qualified are available then he/she will be entitled to a position as near as comparable in status and salary to that of his/her former position.
- 39.7 The employee will be responsible for any member superannuation contributions that are required to be made during the period of leave.

40. ELECTRONIC COMMUNICATIONS

- 40.1 Employees covered by this Agreement will have reasonable access to the employer's electronic communications system for the purposes of remitting and/or receiving communications relevant to the workplace, including industrial relations matters.
- 40.2 The employee will use the employer's electronic communications system in a responsible manner.
- 40.3 Such usage shall not unduly interfere with the effective operations of the workplace.
- 40.4 The use of electronic media will at all times protect the privacy of children, staff, parents and the employer. Confidential information cannot be released without the express written authorisation of the employer unless required by law.

41. SUPPORTED WAGE SYSTEM

This Agreement incorporates in its entirety the clause contained in the Children's Services Award 2010.

PART D – TERMS AND CONDITIONS – EARLY CHILDHOOD TEACHERS

42. CLASSIFICATIONS

42.1 Recognition of previous service

- (a) On appointment, an employee will be classified and placed on the appropriate level on the salary scale in clause 43 – Salaries (Early Childhood Teachers), according to his/her qualifications and teaching experience.
- (b) The following will count as service:
 - (i) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
 - (ii) teaching experience of children from four to eight years in a school registered and/or accredited under the relevant authority in each state or territory;
 - (iii) service as a university lecturer in a degree course, leading to a qualification in early childhood education or child development; and
 - (iv) service in any occupation for which an early childhood teaching degree was a mandatory qualification.
- (c) An employee who has been absent from teaching shall be engaged at the salary classification level at the time of their resignation.

42.2 Evidence of qualifications

- (a) Where an existing employee requests reclassification based on any new criteria contained in clause 42.1(b) which was not available or relevant at the time of his/her initial appointment or because of the attainment of an additional qualification during their employment, the employer will consider the request, and if satisfied with the evidence provided by the employee, will reclassify the employee at the appropriate level and pay the employee the new salary as from the date of providing the evidence.
- (b) For the purposes of this clause, official notification from a tertiary institution that the required subjects of the appropriate qualification have been completed shall be taken as proof of holding that qualification.

43. SALARIES (EARLY CHILDHOOD TEACHERS)

43.1 The salary payable to a teacher and a temporary teacher shall be determined in accordance with the provisions of this clause and Schedule 2.

43.2 The weekly rate of pay for a full time employee will be determined by dividing the annual salary rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.

- 43.3 Where the salary rates payable under this Agreement are lower than the salary currently paid to an employee, the employee will continue to be paid at their current rate.
- 43.4 Where clause 43.3 applies, future salary increases under this Agreement may be absorbed within the employee's current salary until such time as the applicable salary rate in the Agreement exceeds the existing salary rate for the employee.
- 43.5 The first salary increase under this Agreement will be paid as from the first pay period commencing on or after 13 August 2015.
- 43.6 Subsequent increases in the salary rates for classifications set out in Schedule 2 will be paid as from the first pay period commencing on or after the dates specified in the Schedule.
- 43.7 For the purposes of this clause, educators who are defined as "actively working towards" an early childhood teaching qualification under Regulation 242 of the National Regulations will be paid the salary rates that apply to an Activity Group Leader level 3 until the completion of the qualification.

43.8 Commencement salary

- (a) A teacher who holds a 3 year teaching qualification approved by ACECQA or VIT will commence at level 1.1 of the Teacher Scale.
- (b) A teacher who holds a 4 year teaching qualification approved by ACECQA or VIT will commence at level 2.1 of the Teacher Scale.
- (c) A level 1 teacher will be paid within the band levels 1.1 to 1.2 commensurate with their previous service.
- (d) A level 2 teacher will be paid within the band of levels 2.1 to 2.5 commensurate with their previous service.
- (e) A level 3 teacher will be paid within the band of levels 3.1 to 3.5 commensurate with their previous service.
- (f) A Preschool Field Officer or Advisor will commence at PSFO/Advisor level 1.
- (g) An Advisor-in-charge will commence at the rate specified for that level in Schedule 2.

43.9 Translation of salaries

The following salary translation from the Victorian Early Childhood Teachers and Assistants Agreement 2009 will become effective as from the first pay period on or after 13 August 2015:

- (a) current 1.1A will move to the new level 1.1
- (b) current level 1.1B will move to new level 1.2
- (c) current 1.1 and 1.2 will move to new level 2.1
- (d) current 2.1 will move to new level 2.2
- (e) current 2.2 will move to new level 2.3
- (f) current 2.3 and 2.4 will move to new level 2.4
- (g) current 3.1 will move to new level 2.5, however the teacher will not be required to validate to increment to level 3

- (h) current 3.2 will move to new level 3.1
- (i) current 3.3 will move to new level 3.2
- (j) current 3.4 will move to new level 3.5

43.10 Salary increment progression

The following provisions will apply:

- (a) A level 1.2 teacher under this Agreement will:
 - (i) be required to successfully undertake validation in accordance with clause 43.11 to progress to level 2.1 prior to 1 January 2017.
 - (ii) be eligible to move to level 2.1, without validation, as from 1 January 2017 in accordance with the salary progression rules.
- (b) A level 2.1 teacher under this Agreement will:
 - (i) be required to successfully undertake validation in accordance with clause 43.11 to progress to level 2.2 prior to 1 January 2017.
 - (ii) be eligible to move to level 2.2 without validation as from 1 January 2017 in accordance with the salary progression rules.
- (c) Salary progression to the next increment level will be effective as from the first pay period commencing on or after the completion of twelve months service since the last incremental anniversary date.
- (d) A teacher who holds an approved four year degree qualification, or holds an approved three year qualification approved by ACECQA or VIT and was employed before 17 February 2006, may proceed to a maximum of level 3.5 subject to achieving validation to level 3.
- (e) A teacher who does not hold a four year degree qualification may progress to a maximum of level 2.5.
- (f) A Preschool Field Officer or Advisor must complete 2 years of service at their existing level to be eligible to progress to PSFO/Advisor level 2.
- (g) **Temporary teachers**
 - (i) In determining the total time to qualify as service for the next increment periods of employment of less than four weeks in any one service shall not be taken into account.
 - (ii) Evidence of eligibility for increment entitlements shall be provided by the temporary teacher.

43.11 Validation

- (a) Where a teacher seeks to validate in accordance with the provisions of this clause she/he is required to undertake the following validation process.
- (b) **Application Process**
 - (i) No more than six months prior to his/her eligibility for reclassification, a teacher may submit a 'Notice of Intention' to apply for validation countersigned by the employer. A copy of the notice shall be provided by the teacher to the employer.

- (ii) The teacher will prepare all relevant evidentiary material. This information shall be included with the 'Application for Validation' to detail how the required standards have been met.
- (iii) The teacher shall complete and submit the 'Application for validation' no less than three months prior to their incremental anniversary date. The employer must be notified by the teacher that the application has been lodged.
- (iv) The teacher may withdraw the application at any time and they shall advise the employer in writing of their decision.
- (v) A validator shall undertake a review of the application provided by the teacher in the context of the relevant standards. The validator's recommendation will be provided to the employer.
- (vi) The employer shall consider the validator's recommendation, make a recommendation and return it to the validator within 21 days of the date it was received by the employer.
- (vii) Where the recommendations of the validator and the employer both endorse the application for reclassification, the validator shall confirm reclassification in writing to both the teacher and the employer. The teacher's salary shall be adjusted from their incremental anniversary date.
- (viii) Where an 'Application for Validation' is submitted less than 3 months prior to the teachers' incremental anniversary date, reclassification and the associated salary adjustment will operate from the date that the completed application was lodged.

(c) Extensions of time

- (i) A once only extension of time of up to 4 weeks may be provided by a validator where, having considered the 'Application for Validation', the validator determines that particular requirement(s) have not been met by the teacher. Confirmation of the extension of time shall be provided in writing by the validator to both the teacher and to the employer.
- (ii) Where an extension of time is provided, the validator shall provide the teacher with specific information and reasons about the particular standard(s) that have not been met and the teacher shall address these specific issue(s).
- (iii) On or before the expiry of the extension period, the teacher shall provide to the validator a second submission of evidence to support their application for reclassification.
- (iv) The validator shall undertake a review of the second submission provided by the teacher in the context of the particular standard(s) previously determined not to have been met.
- (v) Having determined whether the teacher has now met the standards, the validators' recommendation will be provided to the employer.
- (vi) The employer shall consider the validator's recommendation, make a recommendation, and return it to the validator within 21 days of the date it was received by the employer.

- (vii) Where the recommendations of the validator and the employer both endorse the application for reclassification, the validator shall confirm reclassification in writing to both the teacher and the employer. The teacher's incremental anniversary date shall be adjusted by the period of the extension of time and the salary increased from that date.
- (d) **Non-agreed Recommendations for Reclassification**
- (i) In the case where the recommendations of the validator and employer are not agreed, a second validator shall undertake a site visit and determine whether, in the second validator's view, the requirements in dispute have been met.
 - (ii) Following the site visit, where in the view of the second validator the requirements for reclassification have been met, the second validator will endorse the 'Application for Validation' and forward a copy to the employer.
 - (iii) The employer shall consider the second validator's recommendation, make a recommendation and return it to the second validator within 21 days of the date it was received by the employer.
 - (iv) Where the recommendations of the second validator and the employer concur, the second validator shall confirm the successful reclassification in writing to both the teacher and the employer. The teacher's salary shall be adjusted and, provided the application was made by the teacher within the prescribed timeframes prior to the incremental anniversary date, backdated to the teacher's incremental anniversary.
 - (v) Where in the view of the second validator the requirements for reclassification have not been met, the second validator will advise the teacher and employer in writing.
 - (vi) In the circumstances where the requirements for validation have not been met the teacher shall not be eligible to reapply for reclassification for 6 months from the date of the second validator's decision.
 - (vii) Where the recommendations of the second validator and the employer are not agreed the matter may be referred for determination by the Fair Work Commission under Clause 15 – Dispute Resolution.

44. ALLOWANCES – TEACHER IN CHARGE

- 44.1 A teacher in charge is one who is required to have overall responsibility for a service comprising two or more units.
- 44.2 A teacher in charge will receive an additional amount per week equivalent to 4% of the pay rate for a teacher at classification level 1.1.
- 44.3 The amount will be payable while two or more units are operating including term breaks and for any period of four weeks prior to the commencement or resumption of any unit.

45. PROFESSIONAL DEVELOPMENT

- 45.1 Each year services will allocate two child-free days as determined by the employer where teachers will be released from teaching and other normally rostered duties in order to undertake professional development.
- 45.2 In order to gain maximum benefit from such professional development activities they will be determined jointly by the employer and employees and may include formal and informal activities to facilitate the designated outcomes.
- 45.3 Where possible these days should be set well in advance each year so that parents can make suitable arrangements. Where possible, employers are encouraged to coordinate activities with other early childhood services to promote cooperative professional development and planning to maximize the use of available resources.
- 45.4 An employer may reimburse or meet part or all of the costs of approved professional development activities.

46. SATURDAY WORK RATES

Work ordinarily performed on a Saturday will be paid at the rate of time and one half with a minimum period of engagement of 3.25 hours and double time thereafter.

47. TEACHER WORK AND WORKLOAD INDEX

- 47.1 The parties are committed to ensuring that all children experience high quality teaching and that they are supported to become effective learners. It is important that children are provided with the highest quality learning conditions and teachers have every opportunity to deliver quality education. The roles and responsibilities of teachers are set out in Schedule 4.
- 47.2 Group size, preparation and planning, high quality content, evaluation and assessment, collaborative partnerships with families and communities, a focus on leadership and learning are major factors impacting on improving outcomes for children.
- 47.3 Teachers should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and children should have ready access to quality early childhood education programs.
- 47.4 Teaching is a complex process to which a number of factors contribute, including but not limited to:
 - (a) face to face teaching;
 - (b) preparation, planning, assessment and observations, student supervision, reporting, organizational duties;
 - (c) implementation of the National Law, National Regulations, education initiatives, learning frameworks and funding guidelines;
 - (d) group size, ability, demands and behaviours of children, available resources and facilities;
 - (e) mentoring of pre-service teachers, teachers and educators; and
 - (f) performing the role of Educational Leader.

47.5 It is recognized that the allocation of teacher work, including the teaching and non-teaching duties, will be determined by the employer.

47.6 Full-time teachers

- (a) Full-time teachers will undertake face-to-face teaching duties up to a maximum of 25.5 hours per week and non-teaching duties of a minimum of 12.5 hours per week (pro rata for part-time teacher).
- (b) Temporary teachers will undertake face-to-face teaching duties and non-teaching duties on the same basis as full-time and part-time teachers.
- (c) Casual teachers will undertake teaching time on the following basis:
 - (i) Up to a maximum of 80% of their contracted hours for the first five consecutive working days for each engagement;
 - (ii) Up to a maximum of 25.5 hours per 38 hour working week where the engagement exceeds five consecutive working days;
 - (iii) On a pro rata basis when engaged to work less than 38 hours per week where the engagement exceeds five consecutive working days.
- (d) Within the limits specified in 47.6(a) the following Workload Index will determine a reasonable workload for a teacher:
 - (i) An individual teacher's workload index is calculated by multiplying the face-to-face hours of the teacher by the number of children taught in a group, then adding the index for each group to determine the reasonable workload of that teacher which cannot exceed an index of 765.
 - (ii) Any calculation which results in a workload index of greater than 765 will be deemed to be an excessive or unreasonable workload.
 - (iii) The maximum workload index applies pro rata to part-time teachers.

47.7 Non-teaching Duties

- (a) In addition to face-to-face teaching, teachers will be required to undertake a range of other duties consistent with their classification level.
- (b) These duties may include, but are not limited to:
 - (i) Planning, preparation, assessment and documentation;
 - (ii) Building, managing and maintaining collaborative partnerships with families and communities;
 - (iii) Meetings;
 - (iv) Reporting;
 - (v) Implementing government initiatives;
 - (vi) Organisational duties necessary to the efficient running of the preschool program;
 - (vii) Leadership, mentoring and advocacy.
- (c) In allocating these duties, the following factors will be taken into account:
 - (i) Equitable distribution of duties;
 - (ii) Relative importance of the various duties to be undertaken;

- (iii) Time required to perform the duty;
 - (iv) Range and frequency of the tasks;
 - (v) Classification, qualifications, training and experience of the teacher; and
 - (vi) Planning, preparation and assessment requirements.
- (d) Casual teachers will undertake non-teaching time on the following basis:
- (i) A minimum of 20% of their contracted hours for the first five consecutive working days of each engagement;
 - (ii) No less than a minimum of 12.5 hours per 38 hour working week where the engagement exceeds five consecutive working days.
 - (iii) On a pro rata basis when engaged to work less than 38 hours per week where the engagement exceeds five consecutive working days.

47.8 The application of the workplace index is not intended to result in a reduction in time fractions for existing employees.

47.9 Where this occurs then the provisions of Clause 12 – Consultation will apply.

48. OTHER LEAVE

48.1 Leave to attend examinations

Employees attending examinations appropriate to their profession will be granted leave of absence, with pay, for the time required for this purpose. Where an employee is to attend an afternoon examination, leave will be granted for the whole of the day.

48.2 Leave for the conferring of degrees and diplomas

Employees shall be granted leave of absence, with pay, for the conferring on them of degrees or diplomas relevant to their profession.

49. PRESCHOOL FIELD OFFICERS, ADVISORS AND ADVISORS IN CHARGE

Where a Preschool field officer, Advisor or Advisor in Charge is authorised by the employer to perform duties outside their normal working hours, there shall be added to their annual leave an equivalent period in lieu of such additional time worked.

50. PAYMENT FOR PRE-SERVICE TRAINING

Where a teacher, with the agreement of the employer, undertakes on behalf of a tertiary institution the training of a pre-service teacher on placement, any monies paid by the institution for the training placement if paid to the employer will be forwarded in full to the teacher without unnecessary delay.

PART E – TERMS AND CONDITIONS - DIPLOMA QUALIFIED EDUCATORS, CERT III EDUCATORS AND ACTIVITY GROUP LEADERS

51. DUTIES

The employer shall determine the duties to be allocated and the time to perform them.

52. SALARIES (EDUCATORS)

52.1 The salaries payable to Diploma Qualified and Certificate III Educators shall be determined in accordance with the provisions of this clause and Schedule 2.

52.2 The weekly rate of pay for a full time employee will be determined by dividing the annual salary rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.

52.3 Where the salary rates payable under this Agreement are lower than the salary currently paid to the employee, the employee will continue to be paid at their current rate.

52.4 Where clause 52.3 applies, future salary increases under this Agreement may be absorbed within the employee's current salary until such time as the applicable salary rate in the Agreement exceeds the existing salary rate for the employee.

52.5 The first salary increase under this Agreement will be paid as from the first pay period commencing on or after 13 August 2015.

52.6 Subsequent increases in the salary rates for classifications set out in Schedule 2 will be paid as from the first pay period commencing on or after the date specified in the Schedule.

52.7 Commencement salary

- (a) Educators who are not required to hold a diploma qualification will commence at level 1.1 of the Certificate III Educator scale.
- (b) Educators who are required to hold a diploma qualification will commence at level 2.1 of the Diploma Qualified Educator scale.
- (c) An Activity Group Leader will commence at Level 1 of the Activity Group Leader scale.

52.8 Translation of salaries

The following salary translation will become effective as from the first pay period on or after 13 August 2015.

- (a) Existing Educators who are not required to hold a diploma qualification will translate as follows from the first pay period on or after 13 August 2015:
 - (i) current 1.1, 1.2 and 1.3 will move to new level 1.1
 - (ii) current 1.4 will move to new level 1.2
 - (iii) current 1.5 will move to new level 1.3
 - (iv) current 2.1 will move to new level 1.4
 - (v) current 2.2 will move to new level 1.5

- (b) Existing Activity Group Leaders will translate as follows:
 - (i) Current level 1 will move to new level 1
 - (ii) Current level 2 will move to new level 2
 - (iii) Current level 3 will move to new level 3

52.9 Salary increment progression

- (a) Educators who do not hold a Certificate III in Children’s Services cannot progress beyond level 1.3 of the Educators Scale.
- (b) Educators who hold a Certificate III in Children’s Services, equivalent or higher qualification appointed to a Certificate III position may progress to level 1.5 of the Educators Scale.
- (c) Educators who are required to hold a diploma qualification shall be paid at level 2.1 of the Educators Scale.
- (d) Salary progression for Level 1 educators to the next increment will be effective as from the first pay period on or after the completion of twelve months service since the last incremental anniversary date.

52.10 Re-classification

- (a) Where an existing employee requests reclassification based on the attainment of an additional qualification during their employment, the employer will consider the request, and if satisfied with the evidence provided by the employee, will reclassify the employee at the appropriate level and pay the employee the new scale as from the date of providing the evidence.
- (b) For the purposes of this clause, official notification from a tertiary institution that the required subjects of the appropriate qualification have been completed shall be taken as proof of holding that qualification.

53. ORDINARY HOURS OF WORK

The ordinary hours of work will be 38 hours per week worked on any day from Monday to Friday between 7.00 am and 6.00 pm.

54. OVERTIME

54.1 Overtime rates

- (a) An employee will be paid overtime for all authorised work performed outside the ordinary spread of hours or in excess of 38 hours per week as follows:

Time worked	Overtime rate
Monday–Friday	Time and a half at the ordinary time rate of pay for the first 2 hours and double time of the ordinary time rate of pay after that.
Saturday	Time and a half at the ordinary time rate of pay for the first 2 hours and double time at the ordinary time

Time worked	Overtime rate
	rate of pay after that.
Sunday	Double time at the ordinary time rate of pay.
Public holidays	Double time at the ordinary time rate of pay. A minimum period of engagement on Saturdays and Sundays will be 3.25 hours.

(b) Overtime will be calculated daily.

54.2 Time off in lieu

- (a) Notwithstanding clause 54.1, an employee and an employer may agree that an employee will be provided with time off in lieu instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary hours.
- (b) Such additional hours will accrue at a standard rate of one hour for each hour worked by the employee.
- (c) Converted hours shall be taken by agreement between the employee and the employer.

55. CONTACT TIME

55.1 The employer will determine the contact time undertaken by each employee.

55.2 Casual employees shall undertake contact time according to the roster of the employee being replaced.

56. NON-CONTACT TIME

56.1 Non-contact time shall be allocated at a minimum of 15 minutes for each contact hour with a weekly minimum allocation of one hour for each child attendance session.

56.2 An allocation of non-contact time is not required for hours where an employee is engaged and performs duties as an additional educator, surplus to regulated staff ratios, or to cover other employees taking a break.

56.3 Temporary employees shall undertake non-contact time on the same basis as full-time or part-time employees.

56.4 Casual employees shall undertake non-contact duties according to the roster of the employee being replaced.

56.5 Non-contact time shall be allocated at a minimum of 20 minutes for each contact hour for Activity Group Leaders.

57. HIGHER DUTIES

57.1 An Educator who is engaged as a Certificate III Educator and who holds an approved Diploma qualification may be requested by the employer to temporarily perform the duties of an Diploma Qualified Educator, Activity Group Leader.

57.2 Where the employee performs such duties he/she will be paid the entry rate of pay applicable to the higher classification for the whole period during which the duties are performed.

58. ALLOWANCES

The following allowances, where payable, will only be paid during term time.

58.1 First aid allowance

An employee who holds a current recognised accredited first aid qualification approved by ACECQA appointed by the employer to be responsible for the provision of first aid to children within the employee's care will be paid an allowance of \$1.10 per day.

58.2 Toilet cleaning

An employee required to undertake toilet cleaning duties as part of their regular daily routine will be paid an allowance of \$1.54 per day.

SCHEDULE 1 – EMPLOYERS (To be inserted)

SCHEDULE 2 – SALARIES

ADVISOR

52/52	Date	13/08/2015	1/02/2016	1/08/2016	1/02/2017	1/08/2017	1/02/2018	1/08/2018
ADVISOR IN CHARGE	Annual	\$99,797	\$101,294	\$102,813	\$104,356	\$105,921	\$107,510	\$109,112
	Weekly	\$1,912.55	\$1,941.24	\$1,970.35	\$1,999.92	\$2,029.92	\$2,060.37	\$2,091.07
	Hourly	\$50.33	\$51.09	\$51.85	\$52.63	\$53.42	\$54.22	\$55.03
2	Annual	\$98,111	\$99,583	\$101,077	\$102,593	\$104,132	\$105,694	\$107,279
	Weekly	\$1,880.24	\$1,908.45	\$1,937.08	\$1,966.14	\$1,995.63	\$2,025.57	\$2,055.94
	Hourly	\$49.48	\$50.22	\$50.98	\$51.74	\$52.52	\$53.30	\$54.10
1	Annual	\$96,425	\$97,872	\$99,340	\$100,830	\$102,342	\$103,878	\$105,436
	Weekly	\$1,847.93	\$1,875.66	\$1,903.79	\$1,932.35	\$1,961.33	\$1,990.76	\$2,020.62
	Hourly	\$48.63	\$49.36	\$50.10	\$50.85	\$51.61	\$52.39	\$53.17

TEACHER

LEVEL 3	Date	13/08/2015	1/02/2016	1/08/2016	1/02/2017	1/08/2017	1/02/2018	1/08/2018
3.5	Annual	\$94,964	\$96,389	\$97,835	\$99,302	\$100,792	\$102,304	\$103,838
	Weekly	\$1,819.93	\$1,847.24	\$1,874.95	\$1,903.07	\$1,931.62	\$1,960.60	\$1,990.00
	Hourly	\$47.89	\$48.61	\$49.34	\$50.08	\$50.83	\$51.59	\$52.37
3.4	Annual	\$69,016	\$90,351	\$91,706	\$93,082	\$94,478	\$95,895	\$97,334
	Weekly	\$1,705.94	\$1,731.53	\$1,757.49	\$1,783.86	\$1,810.62	\$1,837.77	\$1,865.35
	Hourly	\$44.89	\$45.57	\$46.25	\$46.94	\$47.65	\$48.36	\$49.09
3.3	Annual	\$83,067	\$84,313	\$85,578	\$86,862	\$88,164	\$89,487	\$90,829
	Weekly	\$1,591.93	\$1,615.81	\$1,640.05	\$1,664.66	\$1,689.61	\$1,714.97	\$1,740.69
	Hourly	\$41.89	\$42.52	\$43.16	\$43.81	\$44.46	\$45.13	\$45.81
3.2	Annual	\$77,119	\$78,275	\$79,449	\$80,641	\$81,851	\$83,079	\$84,325
	Weekly	\$1,477.94	\$1,500.10	\$1,522.59	\$1,545.44	\$1,568.63	\$1,592.16	\$1,616.04
	Hourly	\$38.89	\$39.48	\$40.07	\$40.67	\$41.28	\$41.90	\$42.53
3.1	Annual	\$72,638	\$73,728	\$74,834	\$75,956	\$77,095	\$78,252	\$79,426
	Weekly	\$1,392.07	\$1,412.96	\$1,434.15	\$1,455.65	\$1,477.48	\$1,499.66	\$1,522.15
	Hourly	\$36.63	\$37.18	\$37.74	\$38.31	\$38.88	\$39.46	\$40.06

LEVEL 2	Date	13/08/2015	1/02/2016	1/08/2016	1/02/2017	1/08/2017	1/02/2018	1/08/2018
2.5	Annual	\$70,765	\$71,827	\$72,904	\$73,998	\$75,108	\$76,234	\$77,378
	Weekly	\$1,356.17	\$1,376.52	\$1,397.16	\$1,418.13	\$1,439.40	\$1,460.98	\$1,482.91
	Hourly	\$35.69	\$36.22	\$36.77	\$37.32	\$37.88	\$38.45	\$39.02
2.4	Annual	\$68,893	\$69,927	\$70,976	\$72,040	\$73,121	\$74,218	\$75,331
	Weekly	\$1,320.30	\$1,340.11	\$1,360.21	\$1,380.61	\$1,401.32	\$1,422.35	\$1,443.68
	Hourly	\$34.74	\$35.27	\$35.80	\$36.33	\$36.88	\$37.43	\$37.99
2.3	Annual	\$66,796	\$67,798	\$68,815	\$69,847	\$70,895	\$71,958	\$73,038
	Weekly	\$1,280.11	\$1,299.31	\$1,318.80	\$1,338.58	\$1,358.66	\$1,379.03	\$1,399.73
	Hourly	\$33.69	\$34.19	\$34.71	\$35.23	\$35.75	\$36.29	\$36.84
2.2	Annual	\$64,812	\$65,784	\$66,771	\$67,772	\$68,789	\$69,821	\$70,868
	Weekly	\$1,242.09	\$1,260.71	\$1,279.63	\$1,298.81	\$1,318.30	\$1,338.08	\$1,358.14
	Hourly	\$32.69	\$33.18	\$33.67	\$34.18	\$34.69	\$35.21	\$35.74
2.1	Annual	\$63,360	\$64,310	\$65,275	\$66,254	\$67,248	\$68,256	\$69,280
	Weekly	\$1,214.26	\$1,232.46	\$1,250.96	\$1,269.72	\$1,288.77	\$1,308.09	\$1,327.71
	Hourly	\$31.95	\$32.43	\$32.92	\$33.41	\$33.91	\$34.42	\$34.94

LEVEL 1	Date	13/08/2015	1/02/2016	1/08/2016	1/02/2017	1/08/2017	1/02/2018	1/08/2018
1.2	Annual	\$58,620	\$59,499	\$60,392	\$61,297	\$62,217	\$63,150	\$64,097
	Weekly	\$1,123.42	\$1,140.26	\$1,157.38	\$1,174.72	\$1,192.35	\$1,210.23	\$1,228.38
	Hourly	\$29.56	\$30.01	\$30.46	\$30.91	\$31.38	\$31.85	\$32.33
1.1	Annual	\$56,968	\$57,823	\$58,690	\$59,571	\$60,464	\$61,371	\$62,292
	Weekly	\$1,091.76	\$1,108.14	\$1,124.76	\$1,141.64	\$1,158.76	\$1,176.14	\$1,193.79
	Hourly	\$28.73	\$29.16	\$29.60	\$30.04	\$30.49	\$30.95	\$31.42

DIPLOMA QUALIFIED EDUCATORS

52/52	Date	13/08/2015	1/02/2016	1/08/2016	1/02/2017	1/08/2017	1/02/2018	1/08/2018
2.1	Annual	\$44,937	\$45,805	\$46,491	\$47,189	\$47,898	\$48,615	\$49,345
	Weekly	\$861.19	\$877.83	\$890.97	\$904.35	\$917.94	\$931.68	\$945.67
	Hourly	\$22.66	\$23.10	\$23.45	\$23.80	\$24.16	\$24.52	\$24.89
46/52								
2.1	Annual	\$39,752	\$40,520	\$41,127	\$41,744	\$42,371	\$43,006	\$43,651
	Weekly	\$761.82	\$776.54	\$788.18	\$800.00	\$812.02	\$824.19	\$836.55
	Hourly	\$20.05	\$20.44	\$20.74	\$21.05	\$21.37	\$21.69	\$22.01

CERTIFICATE III - 52/52

1.5	Annual	\$44,294	\$44,959	\$45,632	\$46,317	\$47,011	\$47,717	\$48,432
	Weekly	\$848.87	\$861.61	\$874.51	\$887.64	\$900.94	\$914.47	\$928.17
	Hourly	\$22.34	\$22.67	\$23.01	\$23.36	\$23.71	\$24.06	\$24.43
1.4	Annual	\$43,460	\$44,111	\$44,773	\$45,445	\$46,126	\$46,818	\$47,520
	Weekly	\$832.89	\$845.36	\$858.05	\$870.93	\$883.98	\$897.24	\$910.69
	Hourly	\$21.92	\$22.25	\$22.58	\$22.92	\$23.26	\$23.61	\$23.97
1.3	Annual	\$42,625	\$43,264	\$43,913	\$44,572	\$45,240	\$45,919	\$46,608
	Weekly	\$816.88	\$829.13	\$841.57	\$854.20	\$867.00	\$880.01	\$893.22
	Hourly	\$21.50	\$21.82	\$22.15	\$22.48	\$22.82	\$23.16	\$23.51
1.2	Annual	\$41,791	\$42,417	\$43,054	\$43,699	\$44,355	\$45,021	\$45,696
	Weekly	\$800.90	\$812.90	\$825.11	\$837.47	\$850.04	\$862.80	\$875.74
	Hourly	\$21.08	\$21.39	\$21.71	\$22.04	\$22.37	\$22.71	\$23.05
1.1	Annual	\$40,957	\$41,571	\$42,195	\$42,828	\$43,470	\$44,122	\$44,783
	Weekly	\$784.92	\$796.68	\$808.64	\$820.77	\$833.08	\$845.57	\$858.24
	Hourly	\$20.66	\$20.97	\$21.28	\$21.60	\$21.92	\$22.25	\$22.59

CERTIFICATE III – 46/52

	Date	13/08/2015	1/02/2016	1/08/2016	1/02/2017	1/08/2017	1/02/2018	1/08/2018
1.5	Annual	\$39,183	\$39,771	\$40,367	\$40,973	\$41,587	\$42,211	\$42,844
	Weekly	\$750.92	\$762.19	\$773.61	\$785.22	\$796.99	\$808.95	\$821.08
	Hourly	\$19.76	\$20.06	\$20.36	\$20.66	\$20.97	\$21.29	\$21.61
1.4	Annual	\$38,445	\$39,021	\$39,607	\$40,201	\$40,804	\$41,416	\$42,037
	Weekly	\$736.78	\$747.82	\$759.05	\$770.43	\$781.99	\$793.71	\$805.62
	Hourly	\$19.39	\$19.68	\$19.97	\$20.27	\$20.58	\$20.89	\$21.20
1.3	Annual	\$37,707	\$38,272	\$38,846	\$39,429	\$40,020	\$40,621	\$41,230
	Weekly	\$722.63	\$733.46	\$744.46	\$755.63	\$766.96	\$778.48	\$790.15
	Hourly	\$19.02	\$19.30	\$19.59	\$19.89	\$20.18	\$20.49	\$20.79
1.2	Annual	\$36,969	\$37,523	\$38,086	\$38,657	\$39,237	\$39,826	\$40,423
	Weekly	\$708.49	\$719.11	\$729.90	\$740.84	\$751.95	\$763.24	\$774.68
	Hourly	\$18.64	\$18.92	\$19.21	\$19.50	\$19.79	\$20.09	\$20.39
1.1	Annual	\$36,231	\$36,774	\$37,326	\$37,886	\$38,454	\$39,031	\$39,616
	Weekly	\$694.35	\$704.75	\$715.33	\$726.06	\$736.95	\$748.01	\$759.22
	Hourly	\$18.27	\$18.55	\$18.82	\$19.11	\$19.39	\$19.68	\$19.98

ACTIVITY GROUP LEADER

52/52	Date	13/08/2015	1/02/2016	1/08/2016	1/02/2017	1/08/2017	1/02/2018	1/08/2018
			1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
3	Annual	\$48,441	\$49,168	\$49,906	\$50,655	\$51,415	\$52,186	\$52,969
	Weekly	\$928.34	\$942.40	\$956.46	\$970.90	\$985.34	\$1,000.16	\$1,014.98
	Hourly	\$24.43	\$24.80	\$25.17	\$25.55	\$25.93	\$26.32	\$26.71
2	Annual	\$47,729	\$48,445	\$49,172	\$49,910	\$50,659	\$51,419	\$52,190
	Weekly	\$914.66	\$928.34	\$942.40	\$956.46	\$970.90	\$985.34	\$1,000.16
	Hourly	\$24.07	\$24.43	\$24.80	\$25.17	\$25.55	\$25.93	\$26.32
1	Annual	\$47,014	\$47,719	\$48,435	\$49,162	\$49,899	\$50,647	\$51,407
	Weekly	\$900.98	\$914.66	\$928.34	\$942.02	\$956.46	\$970.52	\$985.34
	Hourly	\$23.71	\$24.07	\$24.43	\$24.79	\$25.17	\$25.54	\$25.93
46/52	Date	13/08/2015	1/02/2016	1/08/2016	1/02/2017	1/08/2017	1/02/2018	1/08/2018
3	Annual	\$42,852	\$43,495	\$44,148	\$44,810	\$45,483	\$46,165	\$46,857
	Weekly	\$821.18	\$833.72	\$846.26	\$858.80	\$871.72	\$884.64	\$897.94
	Hourly	\$21.61	\$21.94	\$22.27	\$22.60	\$22.94	\$23.28	\$23.63
2	Annual	\$42,222	\$42,855	\$43,498	\$44,151	\$44,814	\$45,486	\$46,168
	Weekly	\$809.02	\$821.18	\$833.72	\$846.26	\$858.80	\$871.72	\$884.64
	Hourly	\$21.29	\$21.61	\$21.94	\$22.27	\$22.60	\$22.94	\$23.28
1	Annual	\$41,589	\$42,213	\$42,846	\$43,489	\$44,141	\$44,803	\$45,475
	Weekly	\$796.86	\$809.02	\$821.18	\$833.34	\$845.88	\$858.80	\$871.34
	Hourly	\$20.97	\$21.29	\$21.61	\$21.93	\$22.26	\$22.60	\$22.93

SCHEDULE 3 - SALARY PACKAGING AGREEMENT

THIS SALARY PACKAGING AGREEMENT made the _____ day of _____ BETWEEN:

-----"The employer"
 [insert Employer's name and address]

-----"The Employee"
 [insert employee's name and address]

RECITALS:

- A. This salary packaging agreement is entered into pursuant to Clause 22 - Salary Packaging.
- B. The employee acknowledges that prior to entering into this agreement he/she has read and fully understood the provisions of Clause 22 including the Employer's requirement that the employee seek independent advice as to whether or not he/she should enter into this agreement.
- C. The employee acknowledges that he/she has relied on their own independent advice and/or inquiries and not on any document or information provided by the Employer in relation to entering into this agreement.
- D. The employee shall pay for all reasonable administration and other costs, including set up and termination costs, associated with salary packaging.
- E. The Employer and the employee have agreed on the terms set out in this agreement in order to provide a benefit of greater flexibility and choice to the employee.

1. Operative Provisions

(a) This agreement shall commence to operate from the ----- day of ----- 20---- until it is terminated by either party under the provisions of the Agreement.

(b) The structure of the Salary Packaging Arrangement shall be as follows for the period of this Agreement:

Salary of \$----- per annum	\$
Pre-tax superannuation	\$
Other benefits	\$
• -----	\$
• -----	\$
• -----	\$
TOTAL	\$

(c) If there is an increase or decrease for any reason in the salary that would otherwise be due to the employee under Clauses 52 or 61 and Schedule 2 - Salary Rates of the approved agreement, the salary set out in this agreement shall be adjusted to reflect the variation.

(d) Unless otherwise agreed with the Employer, the Employer shall not be obliged to vary this agreement at the request of the employee unless the employee has provided a

notice of variation in writing to the Council of not less than one month prior to the date on which the variation is to take effect.

2. Termination of this Agreement

- (a) The Employer and the employee may for any reason give written notice to the other party to terminate this agreement in which case termination shall come into effect one month after receipt of the written notice or on some other agreed date; or
- (b) This salary packaging agreement terminates upon the termination of employment of the employee.

3. Provision of Information

The Employer shall provide the employee with a signed copy of this agreement and, upon request by the employee, any other information that can reasonably be provided in relation to this salary packaging agreement.

4. Suspension of Salary Packaging Arrangement

- (a) During the operation of this agreement, if the employee proceeds on leave without pay, then, during this period, the Employer shall not be obliged to comply with its obligations under this agreement.
- (b) However, from the date the employee again commences paid work for the Employer, the Employer shall act in accordance with this agreement unless the agreement is terminated in writing by the employee by the giving of one month's notice prior to the date of recommencing their duties.

Signed by Employee

Name..... Date

Signed on behalf of Employer

Name..... Date

SCHEDULE 4 - ROLES AND RESPONSIBILITIES

LEVEL 1 EDUCATORS

Educators in this Level:

- have completed AQF Certificate III in Children's Services or an equivalent qualification approved by ACECQA, or
- are working towards an AQF Certificate III in Children's Services or equivalent qualification approved by ACECQA, or
- have previously completed the grandfathering provisions approved by the regulator.

The following are core competencies expected of a Level 1 Educator:

Comprehensive knowledge of:

- the Education and Care Services National Law and Regulations
- the National Quality Standard and their role as a member of the early childhood education team in working toward achievement of the standards
- the early years learning and development frameworks that is applied at their service
- the policies and procedures of the employer.

Level 1 Educators work as a member of the early childhood education team under the direction of the Early Childhood Teacher as appropriate to the program. Within this context, the following specific provisions apply to each Level within this Level:

The Level 1 Educator classification comprises 5 Levels, reflecting the educator's experience and skills.

Level 1.1

An Educator at Level 1.1 will under general supervision and with guidance:

- Assist in the implementation of the daily routine completing tasks and activities without constant direction;
- Have a good understanding of and participate when required in emergency procedures;
- Assist with the preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities;
- Attend to the physical, social and emotional needs of children on an individual and group basis;
- Achieve a warm and friendly relationship with children that is supportive and responsive to their needs;
- Foster play and cognitive development in children;
- Assist in developing good relations with families attending the service;
- Work positively and appropriately with all staff and parents, individual committee

members and the employer in the provision of services;

- Develop an understanding of and contribute to the development and implementation of the program planned for the children;
- Undertake general observation of children, and report findings to the early childhood teacher as appropriate

Level 1.2

Under general supervision and with guidance, undertake all tasks of the preceding Level as required plus:

- Assist in working with individuals and small groups of children, both spontaneous and organised in accordance with the teacher's plans;
- Encourage parents to participate in the program and the service's activities.

Level 1.3

Under general supervision, undertake all tasks of preceding Levels as required plus:

- Undertake written observations of children as required, and provide these notes to the early childhood teacher;
- Use observations and records to actively assist in the development and implementation of aspects of the program as required;
- Work with children individually or in groups as directed by the teacher;
- Under direction, liaise with parents around issues concerning their individual children and general kindergarten matters as required.

Level 1.4

Under limited supervision, undertake all tasks of preceding Levels as required plus:

- Undertake detailed written observations of children as required;
- Use observations, individual children's profiles/records, and following consultation with the teacher, plan designated activities for specific areas of the program;
- Implement the specific program area for which they have been designated planning responsibility;
- Take observations of the children participating in the activity for which they have responsibility.

Level 1.5

Under occasional supervision and autonomously at times, undertake all tasks of preceding Levels as required plus:

- In consultation with the teacher, plan and supervise adjacent program areas and take observations of the children participating within them;

- Work with groups of children in planned group activities;
- Assist with the supervision of volunteers, students on placement or undertaking work experience.

LEVEL 2 EDUCATORS

Educators in this Level:

- have completed an approved Diploma in Children's Services or equivalent; or
- are working towards a Diploma in Children's Services or an equivalent qualification approved by ACECQA, and
- are appointed by the employer in a position that requires a diploma qualification for the purposes of the National Law or Regulations.

A Level 2 Educator will under occasional supervision and/or autonomously as required by the teacher, undertake all tasks of the Level 1 Educator as required, plus the following:

- In collaboration with the teacher, take detailed written observations of children and implement more formal assessment processes;
- At times, work with whole groups of children.
- Assist in the preparation, implementation and evaluation of the program, including take responsibility for planning for individuals and groups/activities in consultation with the early childhood teacher.
- Ensure a safe environment is maintained for both staff and children.
- Ensure that in consultation with the early childhood teacher, records are maintained accurately for each child.

ACTIVITY GROUP LEADERS

Educators in this Level:

- have completed an Approved Diploma in Children's Services or equivalent; or
- are working towards a Diploma in Children's Services or an equivalent qualification approved by the ACECQA and
- are appointed by the employer to plan and deliver a program other than a funded kindergarten program.

The Activity Group Leader classification comprises three Levels. General skills, knowledge and competencies required for educators in this Level are:

- comprehensive knowledge of the Education and Care Services National Law and Regulations and acting in accordance with their requirements
- comprehensive knowledge of the Learning and Development Frameworks applied at the service
- comprehensive knowledge of the National Quality Standard and his/her role as a

member of the early childhood education team in working toward achievement of the standards

- thorough understanding of the policies and procedures of the employer and assisting in their implementation.

Indicative duties

- Day-to-day supervision, direction and leadership to the Educator/s/Diploma Qualified Educators with whom they work.
- Plan, deliver and evaluate, in consultation with the Educational Leader, an early childhood education program which is developmentally appropriate for the group and individual children and in accordance with the relevant frameworks.
- Develop and maintain positive relationships with parents that encourage their participation in and contribution to their child's education.
- Work positively with other staff and provide supervision and support, where required within the organisational structure.
- Ensure a safe environment is maintained for both staff and children.
- Provide meaningful information to parents about their child's progress and ensure that accurate records are maintained for each child in their care.
- Ensure that the service's policies and procedures are adhered to.
- Undertake a Level on non-contact duties and administrative functions necessary to the operation of the service.

EARLY CHILDHOOD TEACHERS

The early childhood teacher is responsible for the planning, preparation and delivery of programs to achieve specific child outcomes consistent with the National Quality Standard and the Learning and Development Framework.

The statements in relation to teachers should be read in conjunction with clause 43 which describes the translation and validation rules across the life of this agreement.

LEVEL 1 TEACHERS

Level 1 teachers are new entrants to the teaching profession who have been prepared in their pre-service training to be competent teachers. The focus of a Level 1 teacher is on implementing an effective educational program that supports children's learning and development. They utilise their knowledge of pedagogy, child development and curriculum, teaching, learning and assessment theories. Level 1 teachers also focus on the further development of their knowledge, skills and competences to refine their practice to become effective practitioners. They will actively seek support from colleagues to assist the development of their knowledge, skills and competencies.

Indicative duties

- Plan and deliver an early childhood education program which meets the needs of children and the group and is in accordance with the relevant frameworks.

- Develop and maintain positive relationships with parents and encourage their participation in and contribution to their child's education.
- Provide meaningful information to parents about their child's progress and ensure accurate records are maintained for each child.
- Work positively with other staff and provide supervision and support, where required within the organisational structure.
- Work collaboratively with colleagues, other members of the profession and others in the community who contribute to the child's educational or developmental progress and wellbeing.
- Identify the relevant local community linkages and resources and commence to form contact with these links.
- Complete organisational and administrative duties as required.
- Ensure the service's policies and procedures are adhered to.
- Have responsibility for fulfilling their legal responsibilities and accountability requirements.
- Contribute appropriately to the effective management of the service including the service's Quality Improvement Plan.
- Actively seek support and advice from the Educational Leader, peers and other early childhood professionals.
- Ensure a safe environment is maintained at all times.

LEVEL 2 TEACHERS

Level 2 teachers are skilled teachers who have established their teaching practice. Teachers at this Level will demonstrate a high Level of knowledge and practice to utilise a Level of teaching, learning and assessment strategies to purposefully enhance the learning of individual children.

Indicative duties

- Undertake all duties listed for Level 1 teachers.
- Consistently evaluate and reflect upon their practice and the educational outcomes of children with a view to improving their practice.
- Maintain a contemporary knowledge of educational theories and issues and consistently seek out opportunities to enhance their skills through professional development, engagement with colleagues and more knowledgeable peers and other relevant professionals.
- Share with other early childhood staff and parents their knowledge and expertise in teaching approaches and child development.
- Actively participate in discussions to promote better practices and outcomes with a Level of audiences and groups.
- Actively encourage the involvement of parents and seek to establish positive relationships and links with other service providers and community groups.

LEVEL 3 TEACHERS

The focus of the Level 3 teacher is on pedagogical excellence and demonstration of expert teaching skills. They will be able to demonstrate comprehensive knowledge and practice reflected by developing innovative programs of curriculum. They will be responsive to emerging trends and issues within early childhood education, their service and the community.

Level 3 (Exemplary) teachers provide educational leadership within the centre/service and they contribute to the professional growth of other teachers and educators at the service. They model outstanding professional behaviour and work consistently to strengthen and initiate improvements to the quality of programs and service provision. They will take a leading role in sharing knowledge of teaching approaches and child development to support peers. They will take a leading role in providing mentoring support for Level 1 and 2 teachers, either on site, or through network arrangements. They actively seek opportunities to promote and strengthen links with other relevant services.

Indicative duties

- All duties as listed above.
- Provide leadership and role modelling to other early childhood staff within the service.
- Provide expert advice and support to parents and the broader community in the development and delivery of early childhood education.
- Actively pursue opportunities to advocate on behalf of children and for the development and delivery of early childhood education by working collaboratively and effectively with appropriate groups in the broader community.
- Play a significant role in leading and supporting the achievement of the improved outcomes for early childhood programs determined by state and federal priorities.

SCHEDULE 5 –TEACHER STANDARDS

PROFESSIONAL KNOWLEDGE DOMAIN

LEVEL 1

STANDARD 1

Knowledge of child development theory and research

This may be demonstrated by indicators such as:

G1.1 Teachers know and understand the theories and expected milestones across different areas of children's development including cognitive, emotional, motor, social and language and how these inform their work.

G1.2 Teachers know and understand the impact of culture, family, genetic inheritance, birth order and life experience on development and how to apply this understanding to program planning, implementation and evaluation.

G1.3 Teachers know and understand the influence on children's behaviour and draw on this knowledge when addressing challenging, unpredictable or unusual behaviour.

STANDARD 2

Know the children they teach

This may be demonstrated by indicators such as:

G2.1 Teachers know and understand the learning strengths and interests of the children they teach and are aware of the factors that influence their learning.

G2.2 Teachers develop an understanding and respect for the children they teach as individuals, and are sensitive to their needs and understand the role of reciprocal relationships in their development.

G2.3 Teachers know the importance of working with and communicating regularly with children's families to support their learning.

STANDARD 3

Know and understand the diversity of Australian society

This may be demonstrated by indicators such as:

G3.1 Teachers are aware of the social, cultural, and religious backgrounds of the children they teach, and treat children equitably.

STANDARD 4

A sound knowledge of curriculum approaches, how children learn and how to teach them effectively.

This may be demonstrated by indicators such as:

G4.1 Teachers draw on the body of knowledge about early childhood education pedagogy and on contemporary research into teaching and learning to support their practice.

G4.2 Teachers know how to engage children in active learning.

G4.3 Teachers know how learning environments and program design and methodologies, use of materials, resources and technologies, and the structure of activities impact on and support learning.

STANDARD 5

Have a sound knowledge of current learning, teaching and assessment theories

This may be demonstrated by indicators such as:

G5.1 Teachers utilise current curriculum theory to underpin the teaching program.

G5.2 Teachers understand and implement the cycle of teaching, learning and assessment processes.

LEVEL 2

STANDARD 6

Demonstrate a high level of knowledge of relevant curriculum approaches and areas, children's learning processes and resources, and how to implement programs which enhance children's learning.

This may be demonstrated by indicators such as:

A6.1 Teachers reflect on the principles of teaching and learning and the current educational context and how to apply this understanding to program development and implementation.

STANDARD 7

Are competent in the knowledge of current learning teaching and assessment theories

This may be demonstrated by indicators such as:

A7.1 Teachers can discuss developments in current learning, teaching and assessment theories.

A7.2 Teachers can articulate to others how current learning, teaching and assessment theory relates to the preschool program and where it is being applied.

A7.3 Teachers can fully understand the cycle of teaching, learning and assessment processes.

LEVEL 3

STANDARD 8

Demonstrate a comprehensive knowledge of exemplary practice in relevant curriculum approaches and areas.

This may be demonstrated by indicators such as:

E8.1 Teachers use this knowledge to reflect on the program being taught and how to adapt and refine their practice in light of this reflection.

STANDARD 9

Demonstrate a high level of knowledge of current teaching, learning and assessment theories

This may be demonstrated by indicators such as:

E9.1 Teachers can articulate and discuss actual and emerging trends in the theoretical underpinnings of current learning and assessment theories and how this relates to their practice.

PROFESSIONAL PRACTICE DOMAIN

LEVEL 1

STANDARD 10

Plan for effective learning which is based on children's strengths and interests

This may be demonstrated by indicators such as:

G10.1 Teachers use their knowledge of child development theory, the children and their pedagogy to plan appropriate clear and achievable learning goals for the children they teach individually and collectively.

G10.2 Teachers plan for all the children using a range of teaching and learning activities, environment, resources, materials and technologies to provide meaningful learning opportunities that are appropriate to the learning styles and interests of the children.

G10.3 Teachers support individual children with additional needs by identifying and engaging additional resources, advice and support.

G10.4 Teachers include concepts of diversity in the program, promote an inclusive environment and seek advice and support from appropriate sources.

G10.5 Teachers are sensitive to the expectations of the community in which they teach.

STANDARD 11

Teachers monitor, assess and record children's' learning and development to provide the basis for ongoing planning and reporting to parents

This may be demonstrated by indicators such as:

G11.1 Teachers monitor children's engagement in learning and maintain records of their learning progress.

G11.2 Teachers, as learning occurs, provide feedback to children which is authentic, meaningful, specific and affirming.

G11.3 Teachers provide feedback to parents/guardians about the developing knowledge and skills of children in ways which are meaningful and encourages the parents'/guardians' involvement in their child's learning.

G11.4 Teachers select assessment strategies to evaluate children's learning, to provide feedback to students and their parents/guardians and to inform further planning of teaching and learning required.

G11.5 Teachers develop an understanding of an integrated approach to planning which reflects the emergent strengths and interests of children.

G11.6 Teachers have developing knowledge of different forms of assessment and their use in planning for children's learning and development.

G11.7 Teachers gather assessment information that is a valid indicator of children's interests, strengths and achievements.

STANDARD 12

Evaluate and reflect on teaching and learning with a view to improvement

This may be demonstrated by indicators such as:

A12.1 Teachers reflect on own teaching approaches and strategies and adapt these to support and enhance children's' learning.

STANDARD 13

Use a range of teaching practices and resources to engage children in effective learning.

This may be demonstrated by indicators such as:

G13.1 Teachers provide and manage opportunities for children to explore ideas and develop knowledge and skills, through discussion and appropriate learning experiences.

G13.2 Teachers facilitate opportunities for children to be active participants in the learning process and to demonstrate enthusiasm and enjoyment in learning.

STANDARD 14

Create and maintain safe and challenging learning environments.

This may be demonstrated by indicators such as:

G14.1 Teachers provide a learning environment that engages and challenges the children they teach and encourages them to take responsibility for their own learning.

G14.2 Teachers use and manage materials, resources and physical space to create a stimulating and safe environment for learning.

G14.3 Teachers establish and maintain clear expectations for children as learners and utilise a positive approach when establishing limits for appropriate behaviour.

G14.4 Teachers are consistent when implementing behaviour guidance strategies and seek professional support when necessary.

STANDARD 15

Support children to take an increasing role in their own learning

This may be demonstrated by indicators such as:

G15.1 Teachers develop the ability to involve children in assessment of, and planning for, their own learning.

G15.2 Teachers create a positive environment where children have the confidence to accept challenges with their learning.

LEVEL 2

STANDARD 16

Fully apply their knowledge and demonstrate high-quality classroom teaching skills by successfully employing flexible and adaptive approaches and constructive strategies which allow children to reach their full potential.

This may be demonstrated by indicators such as:

A16.1 Teachers implement a range of teaching strategies which provide opportunities for each child to learn and experience success and which support the child's developing identity as a learner.

A16.2 Teachers establish a teaching style which challenges and supports all children to do their best by engaging and motivating children and taking positive steps to improve the quality of children's learning.

A16.3 Teachers provide targeted assistance to children requiring individual support.

A16.4 Teachers acknowledge and are responsive to the particular knowledge and experiences of children and families from diverse backgrounds and have an increasing ability to provide an inclusive program.

A16.5 Teachers engage relevant professionals and others to assist in strengthening the inclusive practices in the program.

STANDARD 17

Successfully apply assessment and reporting strategies that take account of relationships between teaching, learning and assessment.

This may be demonstrated by indicators such as:

A17.1 Teachers can identify where the cycle of teaching, learning and assessment processes have been applied.

A17.2 Teachers develop an integrated approach to planning which reflects the emergent strengths and interests of children.

A17.3 Teachers involve children in assessment of, and planning for, their own learning.

A17.4 Teachers actively communicate with parent(s) in a variety of ways about the learning and developmental progress of their child. This information will highlight the achievement of the child and assist parents in supporting the child's success.

STANDARD 18

Utilise specific assessment tools in a purposeful manner.

This may be demonstrated by indicators such as:

18.1 Teachers use different forms of assessment as a basis for planning for children's learning and development.

STANDARD 19

Evaluate and reflect upon the teaching and learning process in light of the most

recent teaching and learning theories, with a particular emphasis on the use of recent literature and advice from more knowledgeable peers.

This may be demonstrated by indicators such as:

A19.1 Teachers consistently seek out new ways to facilitate learning and development.

A19.2 Teachers use resources and technologies that are appropriate to the learning styles and interests of children and in such a way that supports children's further exploration and learning.

LEVEL 3

STANDARD 20

Demonstrate and model exemplary practice in their teaching and learning skills.

This may be demonstrated by indicators such as:

E20.1 Teachers' use of their knowledge is reflected in their curriculum

E20.2 Teachers implement consistent and highly effective programs plans which evidence sequences of extended learning relevant to children's' individual needs.

E20.3 Teachers consistently adapt their range of strategies to provide the opportunity for each child to learn and experience success.

E20.4 Teachers consistently plan and provide for different learning styles and interests.

E.20.5 Teachers provide programs which are responsive to emerging needs and which are adaptable to unexpected needs.

E20.6 Teachers apply the knowledge of the particular life experiences and knowledge of children from diverse backgrounds and consistently provide an inclusive program that responds to emerging understandings.

E20.7 Teachers consistently seek out new ways to facilitate learning and development through access to a range of resources including technology.

E20.8 Teachers initiate the development of teaching resources.

STANDARD 21

Demonstrate expertise and refined approaches in all aspects of assessment and evaluation practices

This may be demonstrated by indicators such as

E21.1 Teachers develop and regularly adapt assessment and evaluation tools.

E21.2 Teachers have a comprehensive understanding of an integrated approach to planning which recognises the emergent strengths and interests of children.

E21.3 Teachers involve children in assessment of, and planning for, their own learning.

STANDARD 22

Demonstrate a wide range of teaching strategies and assessment methods that support children's' learning

This may be demonstrated by indicators such as:

E22.1 Teachers use the full range of teaching strategies and approaches to engage children in learning.

E22.2 Teachers can demonstrate a fully integrated cycle of teaching, learning and assessment which is documented and easily conveyed.

STANDARD 23

Teachers consistently adapt the teaching processes and learning strategies in recognition of recent research findings and action research

This may be demonstrated by indicators such as:

E23.1 Teachers continually reflect and adapt their teaching approaches and strategies to support and enhance children's' learning.

PROFESSIONAL ENGAGEMENT & COMMITMENT DOMAIN

LEVEL 1

STANDARD 24

Establish positive relationships with parents, colleagues and members of the community and respect their individuality.

This may be demonstrated by indicators such as:

G24.1 Teachers demonstrate respect for the right of parents, colleagues to have their own beliefs and values.

STANDARD 25

Demonstrate skills for effective communication.

This may be demonstrated by indicators such as:

G25.1 Teachers use a range of communication strategies.

G25.2 Teachers can adapt and select appropriate strategies for communicating effectively with a diverse range of people.

G25.3 Teachers maintain confidentiality, respect and trust.

G25.4 Teachers recognize, encourage and value the input of parents/guardians and families to the preschool.

STANDARD 26

Reflect on, evaluate and improve their professional knowledge and practice through engagement as an ongoing learner.

This may be demonstrated by indicators such as:

G26.1 Teachers regularly reflect on and critically evaluate their professional knowledge and the effectiveness of their teaching.

G26.2 Teachers share knowledge and work collaboratively with colleagues and other members of the profession and engage in discussion of contemporary issues and research to improve professional practice.

G26.3 Teachers share knowledge of effective teaching and learning practices and provide guidance in order to support other staff in providing a positive learning environment for children.

G26.4 Teachers identify their own professional learning needs and plan for and engage in professional development activities.

G26.5 Teachers seek support from colleagues when appropriate.

G26.6 Teachers develop organisational and administrative skills to manage their non-teaching duties effectively.

STANDARD 27

Are active members of their profession.

This may be demonstrated by indicators such as:

G27.1 Teachers contribute to the development of preschool communities that support the learning and wellbeing of both children and fellow teachers.

STANDARD 28

Teachers promote learning and advocate the value of education and the profession of teaching in the wider community.

This may be demonstrated by indicators such as:

G28.1 Teachers understand and fulfill their legal responsibilities and share responsibility for the integrity of their profession.

LEVEL 2

STANDARD 29

Demonstrate high-level communication skills and professional behaviour when interacting with parents or guardians, children, colleagues, early childhood professionals and members of the community.

This may be demonstrated by indicators such as:

A29.1 Teachers consistently demonstrate high level communication skills when interacting with staff, children, parents and members of the broader preschool community.

A29.2 Teachers adapt and select appropriate strategies for communicating effectively with a diverse range of people.

A29.3 Teachers establish effective working relationships with other staff members.

A29.4 Teachers share their knowledge of current learning, teaching and assessment theories with parents/guardians, colleagues and other staff.

A29.5 Teachers share their knowledge of child development with parents/guardians and offer advice to parents/guardians as appropriate.

A29.6 Teachers promote to parents/guardians the availability of services and programs in the community that support children and families.

STANDARD 30

Demonstrate improved teaching and performance skills through critically evaluating professional practices.

This may be demonstrated by indicators such as:

A30.1 Teachers undertake centre-based and/or external professional development focused on improved teaching and learning strategies.

A30.2 Teachers engage in critical reflection of their own teaching practice and utilise this self-assessment to improve the quality of their teaching and on-going learning.

STANDARD 31

Provide high-level professional assistance to other staff.

This may be demonstrated by indicators such as:

A31.1 Teachers provide high level support to other staff to enable improvements in the quality of teaching and learning through collegial interaction, sharing of knowledge of current theories, mentoring and/or other appropriate action.

A31.2 Teachers work effectively with colleagues, other professionals, parents/guardians and members of the broader community to provide effective learning for children.

STANDARD 32

Demonstrate a productive contribution to the preschool program and seeks to establish and maintain links to other service providers and relevant community groups.

This may be demonstrated by indicators such as:

A32.1 Teachers promote the values of the preschool

A32.2 Teachers encourage and promote parental and community involvement in the preschool and work cooperatively with colleagues, parents and children to develop a supportive and inclusive preschool environment.

A32.3 Teachers participate in and contribute to relevant networks and community groups in order to enhance the learning and wellbeing of both children and families.

A32.4 Teachers are responsive to emerging educational needs and priorities at the preschool level.

LEVEL 3

STANDARD 33

Demonstrate a strong commitment to ongoing professional learning.

This may be demonstrated by indicators such as:

E33.1 Teachers take responsibility for own on-going professional development, including the development of a structured program of sustainable professional development, and demonstrating outcomes which improve their teaching and learning.

STANDARD 34

Teachers provide educational leadership both within the centre/service and more broadly within the community, including the local school community.

This may be demonstrated by indicators such as:

E34.1 Teachers display a high level of communication skills and modeling behaviour which leads to positive and constructive team work.

E34.2 Teachers develop, maintain and strengthen effective teams where this is possible within the organisational structure.

E34.3 Teachers articulate educational philosophy and beliefs, goals of learning programs and teaching practices to the preschool community.

E34.4 Teachers share knowledge, provide expert advice and support to other teachers to enable improvement in the quality of teaching and learning through collegial interaction, mentoring and/or other action where this is possible within the organisational structure.

E34.5 Teachers support other staff and colleagues in utilising a range of contemporary teaching, assessment and reporting methods to improve learning outcomes for children.

E34.6 Teachers provide educational leadership in addressing complex issues.

E34.7 Teachers make a significant contribution to the development, implementation and evaluation of programs and policy, and respond to initiatives that enhance children's learning.

E34.8 Teachers promote and strengthen relevant links with networks and other service providers and relevant community groups.

<p>SIGNED</p> <p>Name: MEREDITH PEACE</p> <p>Title: Branch President Australian Education Union, Victorian Branch</p> <p>Signed: <i>Meredith Peace</i></p> <p>Date: 4/5/16</p> <p>For and on behalf of those employees who are its members and those employees who have appointed the Australian Education Union Victorian Branch to be their bargaining representative.</p>	<p>WITNESSED</p> <p>Name:</p> <p><i>MARTEL MENZ</i></p> <p>Signed:</p> <p><i>Martel Menz</i></p> <p>Date: 4/5/2016</p>
<p>SIGNED</p> <p>Name: JESS WALSH</p> <p>Title: Assistant Secretary, United Voice Victorian Branch</p> <p>Signed: <i>Jess Walsh</i></p> <p>Date: 4 may 2016</p> <p>For and on behalf of those employees who are its members and those employees who have appointed United Voice to be their bargaining representative.</p>	<p>WITNESSED</p> <p>Name:</p> <p><i>Laura Stevens</i></p> <p>Signed:</p> <p><i>Laura Stevens</i></p> <p>Date: 4/5/2016.</p>
<p>SIGNED</p> <p>Name: Shane Lucas</p> <p>Title: Chief Executive Officer, Early Learning Association Australia</p> <p>Signed: <i>Shane Lucas</i></p> <p>Date: 4-5-2016</p> <p>For and on behalf of Employers listed in Schedule 1 who have appointed the Early Learning Association Australia to be their bargaining representative</p>	<p>WITNESSED</p> <p>Name:</p> <p><i>Tania De Carli</i></p> <p>Signed:</p> <p><i>Tania De Carli</i></p> <p>Date: 4/5/2016</p>

