

July 2019

Educational Services (Teachers) Award 2010

This award is used for early childhood teachers where the employer is not a named respondent to the Victorian Early Childhood Teachers and Assistants Agreement (VECTAA 2009) or its successor the Victorian Early Childhood Teachers and Educators Agreement 2016 (VECTEA 2016).

Wage rates from the start of the first full pay period that starts on or after 1 July 2019.

Classification/Level	Annual salary	Weekly*	Hourly
Level 1	51,518	987.31	25.98
Level 2	52,580	1,007.67	26.52
Level 3	54,011	1,035.09	27.24
Level 4	55,959	1,072.42	28.22
Level 5	57,909	1,109.79	29.21
Level 6	59,724	1,144.58	30.12
Level 7	61,538	1,179.34	31.04
Level 8	63,486	1,216.67	32.02
Level 9	65,437	1,254.06	33.00
Level 10	67,386	1,291.41	33.98
Level 11	69,337	1,328.80	34.97
Level 12	71,284	1,366.12	35.95

*Weekly rates are determined by dividing the annual rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09 (clause 14.3)

Definitions

Full time employees (clause 10.3)

A full time employee is an employee engaged to work an average of 38 hours per week.

A full time employee who works in a children's or early childhood service which usually provides services over a period of at least eight hour each day for 48 weeks or more (such as a long day care centre) will be paid an additional 4% on the rates

above provided that they are required to work during term breaks (*clause 14.2*).

Part-time employees (*clause 10.4*)

Part-time employees are employed on a regular basis, with an expectation of continuing employment, for less than 34.2 hours per week, (90% of full time). If the hours of a part time employee rise above 90% then the employee is considered as full time.

Casual employees (*clause 10.5*)

Casual employees are employed as needed to replace full or part time employees who may be absent from work for any reason. Casual employees are employed on a day-to-day basis for a period of not more than four consecutive weeks. However, the period of engagement may be extended by agreement between the employer and the employee provided that the total period of the engagement does not exceed one school term in the case of teachers in a preschool or a total of 10 weeks in any other case.

Fixed term employment (*clause 10.6*)

An employee may be employed for a fixed period of time for a period of at least four weeks but no more than 12 months on either a full time or part-time basis to undertake a specified funded project, a specified task for a limited period of operation or to replace an employee who is on leave or who has terminated after the commencement of the school year.

Classifications (*clause 13*)

Progression (*clause 13.4*)

A teacher with a three year qualification will commence at level 1 and progress to level 12.

A teacher with a four year qualification will commence at level 3 and progress to level 12.

A teacher with a five year qualification will commence at level 4 and progress to level 12.

Where a teacher has completed an additional qualification after commencement of employment, he/she will be reclassified and back paid accordingly provided that evidence of the additional qualification is produced within three months of completion of the qualification. If evidence is not provided within three months then

reclassification is effective from the date that evidence is provided to the employer (*clause 13.3*).

For early childhood teachers, experience includes (*clause 13.2*):

- Teaching in preschools, kindergartens, multi-purpose centres, early intervention services, long day care and similar services.
- Teaching of children from four to eight years in a school registered by the appropriate authority.
- Service as a lecturer in early childhood education or child development.
- Service as a diploma qualified childcare worker, at a rate of one year for every three years of service, up to a maximum of four years.

Emergency teachers are engaged for a period up to and including four consecutive days. Payment is according to their level of classification based on their qualifications and experience (but no higher than Level 8) plus 25% loading for either a full day, half day or quarter day (*clause 14.5*).

Relief teacher is one appointed to work in place of an employee who is absent for a period of five or more days. Payment is according to their level of classification based on qualifications and experience with a 25% loading in lieu of holiday pay, annual leave loading and sick leave for either a full day, half day or quarter day (*clause 14.5*)

- *Full day – weekly rate divided by 5 plus 25%*
- *Half day – weekly rate divided by 10 plus 25%*
- *Quarter day – weekly rate divided by 20 plus 25%*

Arrangement of hours

The total hours of employment for an early childhood teacher include teaching and activities associated with administration, review, development and delivery of educational programs (*clause 13.1*)

Where the service is open for at least 48 weeks of the year an employee who is responsible for programing and planning for a group of children is entitled to a minimum of two hours each week in which they are not required to teach or

supervise children or perform other duties directed by the employer for the purpose of planning, preparing, researching and programming activities (*clause B.3.2*).

Meal breaks (*clause 20.2*)

Where a teacher employed in an early childhood service is required to remain on the premises during the meal break they will be entitled to a paid meal break of not more than 30 minutes and not less than 20 minutes no later than five hours after commencing work.

Allowances

Director (*clause 15.1*)

A teacher who is appointed as director is entitled to an allowance based on the size of the service:

Size of service	% of standard rate
Up to 39 places	11.5%
40 to 59 places	14.25%
60 or more places	17.3%

Travel allowance (*clause 15.4*)

An employee who is required by the employer to use his/her own motor vehicle in the course of his/her duties shall be paid an allowance of \$0.78 per kilometre up to a maximum of 400 kilometres per week.

Overtime (*clause B.4.1*)

An employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary hours at the rate of time and a half for the first three hours and double time thereafter.

Part time employees who agree to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service. No part time employee may work in excess of eight hours in any day without the payment of overtime.

Superannuation (*clause 18*)

Employers are required to contribute 9.5% of ordinary time earnings for all teachers who are paid in excess of \$450 in a calendar month. All new teachers must be provided with a standard superannuation choice form within 28 days of commencement of employment. Teachers who have made a superannuation choice cannot alter that choice within 12 months of making the choice.

Leave

School holidays (*clause 19.3*)

Teachers are entitled to all school holidays, as notified by the Department of Education, as paid leave. Leave loading is paid on four weeks leave at Christmas each year. Teachers who have not worked for the full year are entitled to pro-rata leave and loading over the Christmas break.

Teachers employed in early childhood services operating for at least 48 weeks per year have hours of work and related matters set out in Schedule B of the Award.

Annual (*clause 21*)

There is no entitlement to annual leave other than school holidays.

Personal/carer's leave and compassionate leave (*clause 24*)

Employees are entitled to 10 days personal/carer's leave per year (pro-rata for part-time employees). Unused personal leave is fully cumulative. Personal/carer's leave is accrued progressively during the year.

****Not Legal Advice** - This Bulletin has been published by ELAA for information purposes only. This Bulletin is not specific legal or financial advice. Please seek your own legal or financial advice if required. ELAA cannot be held responsible for any liability whatsoever, or for any loss howsoever arising from any reliance upon the contents of this Bulletin.