



EARLY  
LEARNING  
ASSOCIATION  
AUSTRALIA

# IMPLEMENTATION KIT

**VICTORIAN EARLY CHILDHOOD TEACHERS  
AND EDUCATORS AGREEMENT 2020**

**IMPORTANT INFORMATION FOR  
EMPLOYERS**

**PLEASE READ IMMEDIATELY**

**JULY 2021**

## INTRODUCTION TO THE IMPLEMENTATION KIT

On 10 May 2021, a majority of eligible employees voted in favour for the terms and conditions of the ***Victorian Early Childhood Teachers and Educators Agreement 2020 (VECTEA 2020)***. This agreement covers 383 Approved Providers within the Early Childhood Education and Care sector.

On 12 July 2021, the VECTEA 2020 (**the Agreement**), was approved by the Fair Work Commission and will come into operation on **19 July 2021**. This agreement replaces the previous *Victorian Early Childhood Teachers and Educators Agreement 2016*.

We are now at the stage of implementing the Agreement and transitioning employees from the old agreement (**the VECTEA 2016**). As an ELAA member, we have developed this comprehensive **VECTEA 2020 Implementation Kit** to assist you as an employer with implementing these changes.

The kit comprises of this document and the following tools which can be downloaded from the resources section of the ELAA website:

- VECTEA 2020 arrears calculator - This has been developed as a guide to assist you with the calculating the amounts owing to your employees from the past pay increments listed in Schedule 2 of the Agreement: 1 October 2020, 1 April 2021 and 1 July 2021 (educators)
- Comparison of agreements and awards resource
- A 'summary of key changes' resource (employee information summary)
- A copy of the Agreement approved by the Fair Work Commission.

We hope that the instructions, FAQs, and tools provided in this **VECTEA 2020 Implementation Kit** will provide you with the necessary information to implement the Agreement. Should you require further assistance, ELAA's Member Solutions team is always available to assist you.

### CONTACTING OUR MEMBER SOLUTIONS TEAM

If you are an ELAA member and have any questions regarding the implementation of this Agreement - please contact our Member Solutions team at [membersolutions@elaa.org.au](mailto:membersolutions@elaa.org.au) or call us on 03 9489 3500.

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## IMPORTANT TASKS AND TIMELINES

Task	Details	Target date	Date completed (Service use only)
1	<p>Action Pre-Implementation Tasks:</p> <ul style="list-style-type: none"> <li>• Provide ELAA with your updated contact details and <a href="#">register for ELAA e-news</a>.</li> <li>• Prepare a list of all employees who are covered by the VECTEA 2020.</li> </ul>	Immediately	
2	<p>Download the following tools and documents from the ELAA website under <a href="#">VECTEA Resources</a>:</p> <ul style="list-style-type: none"> <li>• ELAA arrears (backpay) calculator</li> <li>• A copy of the new Agreement - <b>The Fair Work Commission version</b>.</li> <li>• Explanatory resources</li> </ul>	Immediately	
3	<p>Consult and discuss with employees regarding identified changes to their rostered hours of work where applicable.</p> <p>All terms and conditions of the VECTEA 2020 come into effect seven days after the approval of the Agreement by the Fair Work Commission.</p> <p>Date of Agreement operation: <b>19 July 2021</b>.</p>	Before the changes to pay rates and weekly hours are confirmed and implemented in the pay process.	
4	<p>Adjust salary increments and pay rates for employees (where applicable).</p> <p>Pay rates will need to be adjusted to <b>1 April 2021 salary rates</b> column in Schedule 2 of the Agreement.</p>	In readiness for pay processing on or after <b>19 July 2021</b> .	
5	<p>Calculate and pay arrears amount for each eligible employee (from 1 October 2020) within 14 days of the approval of the Agreement by the Fair Work Commission.</p>	No later than <b>26 July 2021</b> (where practicable - refer to <b>note for ADP clients</b> ).	
6	<p>Issue confirmation of new agreement letters to all employees.</p> <p>Refer to - <b>Appendix 1: Confirmation of new agreement letter</b>.</p>	As soon as practicable.	

## SECTION 1: COVERAGE UNDER THE NEW AGREEMENT

### VECTEA 2020 SIGNATORIES

#### HOW DO I KNOW IF MY SERVICE IS A RESPONDENT (SIGNATORY) TO THE NEW VECTEA?

Schedule 1 of the Agreement contains the names of legal entities (Approved Providers) who are employers of employees covered by this Agreement. Entity names were listed at the time of the commencement of bargaining of the Agreement in 2019. Therefore, your service's legal and/or trading name may have been altered since that time.

For example, if your service is part of an Early Years Manager or part of a larger legal entity, the name of your Early Years Manager or legal entity will be listed. In addition, in some circumstances, a 'The' may have been used before your entities name.

### VECTEA EMPLOYEES IN A SESSIONAL KINDERGARTEN PROGRAM

#### WHICH EMPLOYEES ARE COVERED BY THE CLASSIFICATIONS IN A SESSIONAL KINDERGARTEN PROGRAM?

The following employees are **covered** by the **Victorian Early Childhood Teachers and Educators Agreement 2020**:

- Early Childhood Teachers
- Activity Group Leaders
- Diploma qualified Educators (Co-Educators)
- Certificate III qualified Educators (Assistants/Co-Educators)
- KIS Additional Assistants
- Teachers or educators performing the duties of an Educational Leader
- Teachers or educators performing the duties of a Nominated Supervisor
- Advisors and Advisors in Charge (in some circumstances a Director of a sessional kindergarten who is an Early Childhood Teacher may fall under the classification of an Advisor)
- Pre-School Field Officers (PSFO)

Employees **not covered** by the Agreement:

- Bookkeepers
- Administration Officers/Administration Managers performing solely administrative duties (i.e. not also working as a teacher or educator)
- Cleaners
- Gardeners
- Other support personnel not covered by the classifications in Schedule 4 of this Agreement.

Please contact ELAA for clarity regarding award or agreement coverage for your employees.

Call (03) 9489 3500 and press 2 to speak to a Member Solutions Advisor or email [membersolutions@elaa.org.au](mailto:membersolutions@elaa.org.au)

## DO I PAY 46/52 OR 52/52 RATES OF PAY FOR MY EDUCATORS (ASSISTANTS)?

Part-time and full-time educators working in a sessional kindergarten program that does not operate during the school holidays, should be paid 46/52 rates of pay which provides 10-weeks of leave per year (pro-rata for part-time). **However, if your service operates throughout term breaks, (such as a holiday program), and educators are required to work the same quantum of hours through these breaks they will be paid on the 52/52 hourly rate of pay.**

## VECTEA EMPLOYEES IN INTEGRATED LONG DAY CARE

### BACKGROUND

On 29 August 2019, Early Learning Association Australia (ELAA) received a scope order (PR711845) from the Fair Work Commission to confirm the coverage of the Agreement.

The Victorian Early Childhood Teachers and Educators Agreement 2020 covers the following employees:

- Early Childhood Teachers who are employed to plan and deliver kindergarten programs; and
- Early Childhood Educators and Activity Group Leaders who are employed to plan and/or deliver kindergarten programs; and,
- Early Childhood Advisors, Advisors in Charge and Pre-School Field Officers who are employed to support the delivery of kindergarten programs.

### WHAT DOES THIS MEAN FOR MY SERVICE?

If your service is a VECTEA 2020 signatory and offers an integrated model of a kindergarten program (unfunded or funded) in long day care, some of your employees may be covered.

This includes any:

- Early Childhood Teachers (ECT) who are responsible for the planning and/or delivery of your kindergarten program.
- Educators who are employed to assist the teacher in the planning and/or delivery of the kindergarten program.

### WHAT IF MY EDUCATOR WORKS ACROSS LONG DAY CARE AND THE KINDERGARTEN PROGRAM?

For any hours your educator performs as part of the funded kindergarten program, and you are a VECTEA signatory, then they are encompassed by the coverage terms of the VECTEA. If your service offers a program to children for more than 40 weeks per year (i.e. 50 weeks per year), then it is advised that you pay your educator 52/52 rates of pay under the VECTEA.

Any hours worked by an educator that are not part of the kindergarten program (i.e. the babies' room) are covered by the terms and conditions of the *Childrens' Services Award 2010*. Letters of engagement should separate the employee's contracted regular hours by industrial instrument (i.e. the *Children's Services Award 2010* and the VECTEA)

## SECTION 2: IMPLEMENTATION GUIDE - KEY DATES, CHANGES AND CALCULATING ARREARS

### KEY DATES AND TERMINOLOGY

Some changes in the **VECTEA 2020** relate to conditions other than salaries. Full details of the changes are set out in the ‘comparison of awards and agreements’ document, available on the ELAA website, which provides further detail on these changes.

### TERMINOLOGY

The new agreement incorporates terminology that is consistent with the *Education and Care Services National Law Act 2010* and the *Education and Care Services National Regulations 2011*. The most important changes to terminology are references to a Nominated Supervisor and Educational Leader within a service.

### DEFINITIONS

<b>Arrears</b>	Back pay that is required to be paid to employees who are eligible from the first full pay period on or after 1 October 2020.
<b>Activity Group Leader (AGL)</b>	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.
<b>Additional Assistant</b>	An additional early childhood educator funded by the Department of Education and Training’s <b>Kindergarten Inclusion Support (KIS) Program</b> (or its successor), and employed by a KIS auspice agency, who works with early childhood teachers and educators to ensure that all children, including children with a disability and/or complex medical needs are included in the funded kindergarten program.  Additional assistants provide supplementary support to kindergarten programs and are not required to undertake planning or non-contact support duties. In most circumstances, Additional Assistants are engaged through an auspice agency and may not be hired directly by your service.
<b>Advisor</b>	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.
<b>Advisor in Charge</b>	An advisor appointed by the employer to direct the work of other advisors.
<b>Child attendance session</b>	Timetabled child-group attendance periods.
<b>Child free day</b>	A day on which an employee is ordinarily employed which includes rostered teaching/contact time or a combination of rostered teaching/contact and non-teaching/non-contact time.



<b>Diploma qualified Early Childhood Educator</b>  (Diploma Educator)	<p>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 <i>Education and Care Services National Regulations 2011</i>.</p> <p>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 kindergarten education program.</p>
<b>Certificate III qualified Early Childhood Educator</b>  (Certificate III Educator)	<p>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 actively working towards a Certificate III in Children’s Services, Early Childhood Education and Care or equivalent certificate as required by the Regulator, or has been granted specific exemption.</p> <p>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 kindergarten education program.</p>
<b>Early Childhood Teacher (ECT)</b>	<p>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 <i>Education and Care Services National Regulations 2011</i>; and who has current registration with the Victorian Institute of Teaching from 30 September 2015.</p>
<b>Educational Leader</b>	<p>A suitably qualified employee appointed by the employer to lead the development and implementation of educational programs in the service, within the meaning of Regulation 118 of the <i>Education and Care Services National Regulations 2011</i> as amended from time to time.</p>
<b>Incremental anniversary date</b>	<p>The date on which 12 months service has been completed since the date of the employee's last increment.</p>
<b>Nominated Supervisor</b>	<p>A suitably qualified employee as defined in part 1, s.5 – Definitions in the <i>Education and Care Services National Law Act 2010</i> as amended from time to time, or its successor.</p>
<b>VECTEA 2020</b>	<p><i>Victorian Early Childhood Teachers and Educators Agreement 2020 (the Agreement or the New Agreement)</i>.</p>
<b>VECTEA 2016</b>	<p><i>Victorian Early Childhood Teachers and Educators Agreement 2016</i></p>

## APPLICABLE DATES

- All changes to employment conditions detailed in the VECTEA 2020 come into effect on **19 July 2021**.
- All salary increments referred to in the New Agreement (VECTEA 2020) in April and October each year apply from the first pay period on or after the dates mentioned in the agreement.



- Arrears (back pay) for eligible staff is due **on or before 26 July 2021**. In some circumstances, payroll processing timeframes may necessitate late payment of arrears. If this is to occur, check with your payroll provider and notify your employees as soon as possible.
- Level 1.5 and Level 2.1 Educators with more than 12 months service as of **1 July 2021**, incremented to a higher classification on this date.

## UNDERSTANDING AND EXPLAINING KEY CHANGES TO EMPLOYEES

Employers need to understand the changes outlined below and explain these changes to their employees.

### EARLY CHILDHOOD TEACHERS

#### Teacher increment progression (clauses 49.6 and 49.7)

- Teachers at level 3.1 will translate to new level 3.2 and will be eligible for incremental progression after 12 months.

#### Removal of validation from 1 February 2022 (clauses 50.2, 50.3 and 50.4)

- On commencement of the New Agreement, the validation process under the VECTEA 2016 will be removed. Employers will now assess the eligibility and capabilities of a level 2.5 teacher to progress to a level 3.1.
- From 1 February 2022, Early Childhood Teachers on a level 2.5 will be eligible to progress to level 3.1 in the teacher scale conditional on the teacher satisfying the eligibility requirements (clause 50.3) and capability assessment (clause 50.4).
- Refer to **SECTION 4: FREQUENTLY ASKED QUESTIONS** – ‘Removal of validation for Early Childhood Teachers’ for further information.

#### Graduate teachers mentoring leave (clause 52)

- Introduction of new graduate teacher mentoring clause providing four days’ paid leave for a provisionally registered teacher to engage in support activities required to gain full VIT teacher registration.
- Teacher mentors (who provide mentoring support to assist graduate teachers achieve full VIT teacher registration) are also entitled to four days’ paid leave to support mentoring activities.

#### VIT Councillors leave (clause 44)

- New clause provides paid leave to attend specified VIT Council meetings for an employee holding a position of VIT Councillor.

## DIPLOMA QUALIFIED EDUCATORS, CERTIFICATE III QUALIFIED EDUCATORS, ADDITIONAL ASSISTANTS AND ACTIVITY GROUP LEADERS

#### New salary increments for Certificate III Educators (clauses 59.8 and 59.9)

- Introduction of a new level 1.6 for Certificate III Educators.
- Certificate III qualified educators progressed to the new level 1.6 on 1 July 2021, provided they have been at level 1.5 for at least 12 months.

### **New salary increments for Diploma Educators (clauses 59.8 and 59.9)**

- Introduction of two new levels 2.2 and 2.3 for Diploma Educators.
- Diploma Educators progressed to a new level 2.2 on 1 July 2021, provided they have been at a level 2.1 for at least 12 months. New Diploma Educators hired after 1 July 2021 will still commence on a level 2.1 of the Diploma Educator pay scale.

### **Salary increment change for Activity Group Leaders (clause 59.9)**

- Translation of current classifications (Levels 1 to 3) to levels 3.1 to 3.3.

### **Inclusion of KIS Additional Assistants (clause 59.9)**

- Updated coverage in the Agreement to include KIS additional assistants (schedule 4 - roles and responsibilities - classifications).
- Additional Assistant means an additional Early Childhood Educator funded by the Department of Education and Training's Kindergarten Inclusion Support (KIS) Program (or its successor), and employed by a KIS auspice agency to ensure that all children, including children with a disability and/or complex medical needs are included in the funded kindergarten program (part A -definitions).
- Additional Assistants who are not required to hold a Diploma qualification will commence at level 1.1 of the Certificate III Educator scale.
- Additional Assistants who do not hold a Certificate III in children's services and employed after the commencement of the New Agreement cannot progress beyond level 1.2 of the educators' scale.
- Additional Assistants who hold a Certificate III in Children's Services, equivalent or higher qualification appointed to an additional assistant role may progress to level 1.6 of the Educators scale.

### **Higher duties (clauses 64.1 and 64.2)**

- This clause has been updated to clarify when higher duties may occur and clarify the rates of pay when an educator or Activity Group Leader who holds an approved teaching qualification and is requested by the employer to perform the duties of a teacher temporarily
- The following shall apply:
- 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:
  - A Diploma qualified Educator and will be paid at level 2.1 of the Educators (Diploma qualified) rate; or
  - An Activity Group Leader and will be paid at level 3.1 of the Activity Group Leader rate.
  - A Diploma qualified Educator or Activity Group Leader who holds an approved teaching qualification and is requested by the employer to perform the duties of a teacher temporarily will be paid at the level 1.1 ECT rate.

## UNDERSTANDING AND EXPLAINING KEY CHANGES TO EMPLOYEES

### COMMON TERMS AND CONDITIONS (ALL VECTEA EMPLOYEES)

#### **Additional planning time for Nominated Supervisors and Educational Leaders (clause 45)**

- New clause provides an hour per week per service of non-teaching/non-contact time for the Educational Leader and Nominated Supervisor.
- The time and duties will be allocated in consultation with the educational leader and Nominated Supervisor. The clause confirms that the position can be shared between employees.
- The time could be provided either as a release from face-to-face teaching/contact time or an increase in non-teaching/non-contact time to undertake the duties of the positions.
- Employees who are in the role of Educational Leader/Nominated Supervisor as at 1 October 2020 and who have been granted time or payment by their employer shall retain these arrangements for the term of this Agreement providing they remain in the role and carry out the required duties associated with the role.

#### **Provision of an additional organisational day (set-up day) in Term 1 (clause 34)**

- Provision of an additional child-free day. Employees shall be entitled to three child free days to undertake organisational activities such as planning and preparation.
- The first two days of Term 1 and the last day of Term 4 will be the common child free days for employees who are rostered to work on those days.
- Employees will have access to their child free days by agreement with the employer within the first two weeks of term 1 and the last two weeks of term 4.
- Where an employee attends a common child free day, and that day is not a day on which the employee is ordinarily rostered to work, then the employee is entitled to be paid for 7.6 hours or a duration as mutually agreed by employer and employee.
- Where an employee and employer agree to hold a child free day on a non-common child free day, the employee is entitled to be paid for at least the employee's normal rostered hours for that day.

#### **Personal/carer's leave (clause 28.2)**

- Updated clause provides 15 days (114 hours) of paid personal/carer's leave for each year of service (pro-rata for part time) to all employees.

#### **Compassionate leave (clause 28.11)**

- An employee is now entitled to five (5) days of paid compassionate leave for each occasion (a permissible occasion).

#### **Family and domestic violence Leave (clause 46)**

- A new clause provides an Employee experiencing family violence with access to 20 days of paid family and domestic violence leave for medical appointments, legal proceedings and other activities related to family violence.
- This leave is not cumulative but, if the leave is exhausted, consideration will be given to providing additional leave. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

### **Parental (maternity) and partner leave (clause 30)**

- In relation to the birth of a child, eligible employees who are primary caregivers will receive an increased entitlement from 14 to **16 weeks** paid parental leave.
- Secondary caregivers will receive an increased entitlement from 5 days to four weeks paid leave.
- The initial period of unpaid parental (maternity) and adoption leave continues to be up to a maximum of 78 weeks with any extension to be in accordance with the National Employment Standards (NES).
- As the entitlement is paid leave, it attracts superannuation and accrues leave entitlements (annual leave, personal/carer's leave and long service leave). **NOTE:** ELAA can assist with calculating pro-rata annual leave accruals for parental leave.
- During the transition phase to the new Agreement, Employees currently in their initial paid parental leave period (14 weeks) should receive an additional 'top up' of two weeks to 16 weeks of employer paid leave.
- Long-term casual employees are eligible to access parental leave under this Agreement.
- If your employee works in a funded four-year-old kindergarten program, you may be eligible to claim reimbursement for paid component of the leave from the Department of Education and Training's **Kindergarten Information Management System (KIM)**.

### **Family and domestic violence Leave (clause 46)**

- A new clause provides an Employee experiencing family violence with access to 20 days of paid family and domestic violence leave for medical appointments, legal proceedings and other activities related to family violence.
- This leave is not cumulative but, if the leave is exhausted, consideration will be given to providing additional leave. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

### **Union training leave (clause 42)**

- New clause provides employees with 5 days paid leave each calendar year or 10 days leave over 2 calendar years to attend union training.
- Employees will be paid for the actual hours to attend the contact time at the course, seminar or conference up to a maximum of 8 hours on any one day.

### **AEU Councillors leave (clause 43)**

- New clause provides AEU Early Childhood State Councillors with up to 8 days paid leave (pro-rata for part time) to attend State Council meetings.
- Where the employer is required to engage a replacement for such employee the AEU will, on the presentation of an invoice, reimburse the employer the costs of engaging a substitute employee.

### **Professional development days (clause 41)**

- Professional development clause moved to the common conditions, extending 2 days of professional development to all employees.

### **Updated probation clause (clause 16)**

- Updated probation clause enabling the employer to extend the probation period (to a total of 6 months) where genuine conduct or performance issues are discussed with the employee.

### **Underperformance procedure (clause 12)**

- To differentiate between conduct and performance a new clause 12 – Managing Unsatisfactory Performance has been agreed.
- The clause provides procedural and substantive fairness to the employee with a detailed performance management process.

### **Out of hours work by direction (clause 25)**

- **New clause:** Where an employer directs an employee to attend work outside of the employee’s normal rostered hours for out-of-hours meetings or events, the employee will be paid their ordinary time rate, except for educators where the overtime provision may apply.
- The employer is required to provide 14 working days’ notice for the employee to attend the out of hours event or meeting.
- Employees can request not to attend, by providing reasonable notice to their employer, and requests will not be unreasonably refused.
- Out-of-hours meetings or events include but are not limited to: staff meetings, employee/committee meetings, annual general meetings, parent/teacher interviews, and special events (open days, fetes, parent/caregiver nights, working bees).

### **Employee Assistance Program (clause 40)**

- The Agreement provides all employees with access to an Employee Assistance Program to discuss personal or work-related issues.
- ELAA is currently partnering with Injurynet to offer free wellbeing support to the early childhood sector. The Wellbeing Support Service is available to all employees who currently do not have access to an employer program.
- At the time of this kit’s publication, the Department of Education and Training (DET) is undertaking procurement for a Wellbeing Support Program provider for VECTEA 2020 signatories. Under this proposed Wellbeing Support Program, four confidential counselling sessions will be available per eligible staff member, per year. Casual relief teachers employed by an agency and volunteers will not be able to access this scheme.
- In the interim, we encourage you to inform your staff that they have access to a wellbeing support service (EAP) and that they can call or email with complete confidentiality. Injurynet can be contacted on 1300 945 675 or email: [emailworksafe@injurynet.com.au](mailto:emailworksafe@injurynet.com.au)

## SECTION 3: IMPLEMENTATION TASKS

### TASK 1: GATHER INFORMATION FOR EACH EMPLOYEE

- Confirm your list of employees covered by the New Agreement based on the coverage information in section 1 of this kit.
- Confirm the commencement of employment date and work status (i.e. full time/ part time /casual) for each employee.
- Confirm the current pay classification for each employee and increment (anniversary) date.

To assist you to ensure that all the required steps have been completed for each employee at your service, and to keep track of outstanding tasks, it may be useful to create a checklist as per the example below.

Other documents which may assist in completing these tasks include:

- Current payroll records and
- Current letters of employment for each eligible employee.

### SAMPLE TEMPLATE

LITTLE VALLEY KINDERGARTEN					
Employee	Position	Hire date	VECTEA 2016 Classification	2021 anniversary date	Has this employee been at this classification for more than 12 months?
June	Teacher (4 year trained)	27 January 2018	Level 2.3	27 January 2021	June has been at the level 2.3 for more than 12 months.
Kelly	Diploma Educator	28 January 2016	Level 2.1	28 January 2021	Kelly has been at the level 2.1 for more than 12 months.
Jessica	Cert III Educator	25 January 2012	Level 1.5	25 January 2021	Jessica has been at the level 1.5 for more than 12 months.

ELAA is also able to assist with determining your employee's classification under the VECTEA 2016 and VECTEA 2020. Work history forms are available at <https://elaa.org.au/account/calculations/>

Please send all completed forms to [membersolutions@elaa.org.au](mailto:membersolutions@elaa.org.au). Calculations (including work history calculations) will be completed in up to five days following receipt.

## TASK 2: CONFIRM OR ADJUST SALARY INCREMENTS FOR EMPLOYEES

### STEP 1: CONFIRM TRANSLATION OF SALARY INCREMENTS UNDER THE NEW AGREEMENT

The salary increment translation table below will assist you with determining the appropriate classification for your employee under the New Agreement. If your employee has been previously covered by a modern award (i.e. the *Educational Services (Teachers) Award 2020* or the *Children's Services Award 2010*) then refer to the Award to VECTEA salary translation table.

#### TRANSLATION OF SALARY INCREMENTS FROM 1 OCTOBER 2020

##### EARLY CHILDHOOD TEACHERS

Classifications for level 3.1 Early Childhood Teachers will change following the commencement of the New Agreement. The following salary translation will become effective as from the first full pay period on or after 1 October 2020. This date is the first salary increment outlined in the Agreement.

Classification under the VECTEA 2016	VECTEA 2020 Translation on the first full pay period on or after 1 October 2020	VECTEA 2020 Next increment date following 1 October 2020
<b>Level 3 - Early Childhood Teacher</b>		
Level 3.5	Level 3.6	Translation on commencement of the Agreement, no further progression.
Level 3.4	Level 3.5	Translation on the commencement of the Agreement.
N/A	Level 3.4	12 months from last increment
Level 3.3	Level 3.3	12 months from last increment
Level 3.2	Level 3.2	12 months from last increment
Level 3.1	Level 3.2	12 months from translation from a level 3.1 to a level 3.2 at the commencement of the Agreement.
	Level 3.1	Applicants who have successfully completed the capability assessment to progress from a Level 2.5 to 3.1.
<b>Level 2 - Early Childhood Teacher</b>		
Level 2.5	Level 2.5	1 February 2022 for a 4-year trained teacher. *  <i>*Employer to check if meets eligibility criteria for capability assessment to a level 3.1.</i>
Level 2.4	Level 2.4	12 months from last increment
Level 2.3	Level 2.3	12 months from last increment
Level 2.2	Level 2.2	12 months from last increment



Classification under the VECTEA 2016	VECTEA 2020 Translation on the first full pay period on or after 1 October 2020	VECTEA 2020 Next increment date following 1 October 2020
Level 2.1	Level 2.1	12 months from last increment
<b>Level 1 - Early Childhood Teacher</b>		
Level 1.2	Level 1.2	12 months from last increment
Level 1.1	Level 1.1	12 months from last increment

### ACTIVITY GROUP LEADERS

Classification under the VECTEA 2016	VECTEA 2020 Translation on the first full pay period on or after 1 October 2020	VECTEA 2020 Next Increment date
Level 3	Level 3.3	Translation on commencement, no further progression.
Level 2	Level 3.2	12 months from last increment
Level 1	Level 3.1	12 months from last increment

### TRANSLATION OF SALARY INCREMENTS ON 1 JULY 2021

#### CERTIFICATE III EDUCATORS

Classification under the VECTEA 2016	VECTEA 2020 Translation on 1 July 2021*	VECTEA 2020 Next Increment date
<i>*Employee must have had at least 12 months service at the previous increment.</i>		
Level 1.5* More than 12 months service at a level 1.5 as of 1 July 2021.	Level 1.6	1 July 2021 No further progression after this date.
Level 1.5* Less than 12 months service at a level 1.5 as of 1 July 2021.	Level 1.5	12 months from last increment after 1 July 2021.
Level 1.4	Level 1.4	12 months from last increment
Level 1.3	Level 1.3	12 months from last increment
Level 1.2	Level 1.2	12 months from last increment
Level 1.1	Level 1.1	12 months from last increment

## DIPLOMA QUALIFIED EDUCATORS

Classification under the VECTEA 2016	VECTEA 2020 Translation on 1 July 2021	VECTEA 2020 Next Increment date
Level 2.1 More than 12 months service as of 1 July 2021	Level 2.2	1 July 2021
Level 2.1 Less than 12 months service as of 1 July 2021	Level 2.1	12 months from last increment after 1 July 2021.

## STEP 2: CONFIRM CLASSIFICATION TRANSLATIONS UNDER THE AGREEMENT

The tables below in the following pages will help you to determine the classification (salary increment) translations from the VECTEA 2016 to the VECTEA 2020. Refer to tables 3.1 to 6.2 of this Kit for detailed pay rates attached to each level.

### CLASSIFICATION TRANSLATIONS - VECTEA 2016 TO VECTEA 2020

**TABLE 1.1 - ALL SALARY INCREMENTS UNDER THE AGREEMENT**

Classification	VECTEA 2016 salary scale	VECTEA 2020 salary scale
Advisor in Charge	Level 3	Level 3
Advisor or PSFO	Level 2	Level 2
	Level 1 Commencement on PSFO/Advisor scale	Level 1 Commencement on PSFO/Advisor scale
Teacher Level 3	Level 3.5	Level 3.6
	Level 3.4	Level 3.5
	N/A	Level 3.4
	Level 3.3	Level 3.3
	Level 3.2	Level 3.2
	Level 3.1	Level 3.2
		Level 3.1 Progression from 1 February 2022 from a level 2.5 following successful completion of a capability assessment

**TABLE 1.1 - ALL SALARY INCREMENTS UNDER THE AGREEMENT**

Classification	VECTEA 2016 salary scale	VECTEA 2020 salary scale
<b>Teacher level 2</b>	Level 2.5	Level 2.5 Top of the scale for teachers with a 3-year qualification and employed on or after 17 February 2006.
	Level 2.4	Level 2.4
	Level 2.3	Level 2.3
	Level 2.2	Level 2.2
	Level 2.1 Entry point for 4-year trained teachers.	Level 2.1 Entry point for 4-year trained teachers.
<b>Teacher level 1</b>	Level 1.2	Level 1.2
	Level 1.1 Entry point for 3-year trained teachers.	Level 1.1 Entry point for 3-year trained teachers.
<b>Activity Group Leader</b>	Level 1	Level 3.1
	Level 2	Level 3.2
	Level 3	Level 3.3
<b>Diploma Educator</b>		Level 2.3 Effective 1 July 2021.
		Level 2.2 Effective 1 July 2021
	Level 2.1	Level 2.1 Diploma qualified educator entry-point.
<b>Certificate III Educator and KIS Additional Assistants</b>		Level 1.6 Effective on 1 July 2021
	Level 1.5	Level 1.5
	Level 1.4	Level 1.4
	Level 1.3	Level 1.3 Highest progression for an unqualified additional assistant/Cert III educator employed prior to the commencement of this Agreement.
	Level 1.2	Level 1.2 Highest progression for an unqualified additional assistant employed after the commencement of this Agreement.
	Level 1.1	Level 1.1 Entry point for both qualified and unqualified Cert III educators.

## TRANSLATION OF CLASSIFICATIONS FROM MODERN AWARDS TO VECTEA 2020

**TABLE 2.1 - EARLY CHILDHOOD TEACHERS**

VECTEA Level	2020 Educational Services (Teachers) Award 2020	Victorian Government Schools – Early Childhood – Award 2016	
		Category A*	Category B**
3.6	12	8	8
3.5	12	8	8
3.4	11	8	8
3.3	10	8	8
3.2	9	7	8
3.1	8	6	8
2.5*	7	5	7
2.4	6	4	6
2.3	5	3	5
2.2	4	2	4
2.1	3	1	3
1.2	2	n/a	2
1.1	1	n/a	1

\*Category A is a teacher that is 4 years trained. \*\*Category B is a teacher that is 3 years trained.

**TABLE 2.2 - ADVISOR/ PRE-SCHOOL FIELD OFFICER (PSFO)**

VECTEA Level	2020 Educational Services (Teachers) Award 2020	Victorian Government Schools – Early Childhood – Award 2016	
		Category A*	Category B**
Advisor in charge	Level 1-12 depending on experience	n/a	n/a
PSFO/Advisor Level 2	Level 1-12 depending on experience	n/a	n/a
PSFO/Advisor Level 2	Level 1-12 depending on experience	n/a	n/a

**TABLE 2.3 - CERTIFICATE III EDUCATORS - WORKING TOWARDS OR QUALIFIED**

VECTEA 2020 Level	Children's Services Award 2010	Victorian Government Schools – Early Childhood – Award 2016
1.6	3.3	6
1.5	3.3	6
1.4	3.3	6
1.3	3.3	5
1.2	3.2	4
1.1	3.1	3

**TABLE 2.4 - DIPLOMA QUALIFIED EDUCATORS**

VECTEA 2020 Level	Children's Services Award 2010	Victorian Government Schools – Early Childhood – Award 2016
2.3	3.4 (Diploma)	n/a
2.2	3.4 (Diploma)	n/a
2.1	3.4 (Diploma)	n/a

**TABLE 2.5 - ACTIVITY GROUP LEADERS**

VECTEA 2020 Level	Children's Services Award 2010	Victorian Government Schools – Early Childhood – Award 2016
3.3	4.3	n/a
3.2	4.2	n/a
3.1	4.1	n/a

### STEP 3: NOTIFY YOUR PAYROLL PROVIDER

Notify your payroll provider (such as ADP or your book keeper) of the classifications for each employee as soon as possible.

For ADP clients, VECTEA 2020 rates of pay will be automatically updated in the ADP Payline system. For employees paid an above agreement or negotiated rate, this will require manual updating.

These new rates should be implemented in the first pay process on or after **19 July 2021**.

## TASK 3: CONFIRM NEW PAY RATES FOR EACH EMPLOYEE

### SALARY RATES – VICTORIAN EARLY CHILDHOOD TEACHERS AND EDUCATORS AGREEMENT 2020

**TABLE 3.1 - TEACHERS SALARY SCALE**

Early Childhood Teachers levels (All Teachers)		First full pay period on or after 1 October 2020 (arrears)	1 April 2021 (current rates) Rate of pay on 19 July 2021
<p>52/52 rates mean full rate of pay. These are the rates used for all ECT who must be employed on the 10-week leave model. There are no 46/52 rates for Teachers under this Agreement.</p>			
]3.6	Annual	\$105,915	\$107,485
	Weekly	\$2,029.80	\$2,059.89
	Hourly	\$53.41	\$54.21
	Casual	\$66.77	\$67.76
3.5	Annual	\$99,281	\$100,537
	Weekly	\$1,902.66	\$1,926.73
	Hourly	\$50.07	\$50.70
	Casual	\$62.59	\$63.38
3.4	Annual	\$95,963	\$97,144
	Weekly	\$1,839.08	\$1,861.70
	Hourly	\$48.40	\$48.99
	Casual	\$60.50	\$61.24
3.3	Annual	\$92,646	\$93,770
	Weekly	\$1,775.50	\$1,797.05
	Hourly	\$46.72	\$47.29
	Casual	\$58.40	\$59.11
3.2	Annual	\$86,012	\$87,573
	Weekly	\$1,648.36	\$1,678.28
	Hourly	\$43.38	\$44.17
	Casual	\$54.22	\$55.21
3.1	Annual	\$81,015	\$82,797
	Weekly	\$1,552.60	\$1,586.75
	Hourly	\$40.86	\$41.76
	Casual	\$51.07	\$52.20
2.5	Annual	\$78,926	\$80,531
	Weekly	\$1,512.56	\$1,543.33

Early Childhood Teachers levels (All Teachers)	First full pay period on or after 1 October 2020 (arrears)	1 April 2021 (current rates) Rate of pay on 19 July 2021	
<p>52/52 rates mean full rate of pay. These are the rates used for all ECT who must be employed on the 10-week leave model. There are no 46/52 rates for Teachers under this Agreement.</p>			
	Hourly	\$39.80	\$40.61
	Casual	\$49.76	\$50.77
2.4	Annual	\$76,838	\$78,283
	Weekly	\$1,472.55	\$1,500.25
	Hourly	\$38.75	\$39.48
	Casual	\$48.44	\$49.35
2.3	Annual	\$74,499	\$75,836
	Weekly	\$1,427.73	\$1,453.36
	Hourly	\$37.57	\$38.25
	Casual	\$46.96	\$47.81
2.2	Annual	\$72,285	\$73,513
	Weekly	\$1,385.31	\$1,408.83
	Hourly	\$36.46	\$37.07
	Casual	\$45.57	\$46.34
2.1	Annual	\$70,666	\$71,713
	Weekly	\$1,354.27	\$1,374.34
	Hourly	\$35.64	\$36.17
	Casual	\$44.55	\$45.21
1.2	Annual	\$65,379	\$65,379
	Weekly	\$1,252.95	\$1,252.95
	Hourly	\$32.97	\$32.97
	Casual	\$41.22	\$41.22
1.1	Annual	\$63,538	\$63,538
	Weekly	\$1,217.67	\$1,217.67
	Hourly	\$32.04	\$32.04
	Casual	\$40.05	\$40.05



**TABLE 3.2 - ADVISOR/PSFO SALARY SCALE**

Advisor/PSFO levels (52/52 rates)		First full pay period on or after 1 October 2020 (arrears)	1 April 2021 (current rates) Rate of pay on 19 July 2021
3	Annual	\$111,294	\$113,738
	Weekly	\$2,132.89	\$2,179.72
	Hourly	\$56.13	\$57.36
	Casual	\$70.16	\$71.70
2	Annual	\$109,425	\$111,707
	Weekly	\$2,097.06	\$2,140.79
	Hourly	\$55.19	\$56.34
	Casual	\$68.98	\$70.42
1	Annual	\$107,545	\$109,667
	Weekly	\$2,061.03	\$2,101.70
	Hourly	\$54.24	\$55.31
	Casual	\$67.80	\$69.14

**TABLE 4.1 - ACTIVITY GROUP LEADER SALARY SCALE - 46/52 RATES**

Activity Group Leader levels (46/52 rates)		First full pay period on or after 1 October 2020 (arrears)	1 April 2021 (current rates) Rate of pay on 19 July 2021
3.3	Annual	\$53,024	\$53,024
	Weekly	\$1,016.17	\$1,016.17
	Hourly	\$26.74	\$26.74
3.2	Annual	\$52,240	\$52,240
	Weekly	\$1,001.15	\$1,001.15
	Hourly	\$26.35	\$26.35
3.1	Annual	\$51,468	\$51,468
	Weekly	\$986.36	\$986.36
	Hourly	\$25.96	\$25.96

**TABLE 4.2 - ACTIVITY GROUP LEADER SALARY SCALE - 52/52 RATES**

Activity Group Leader levels (52/52 rates)		First full pay period on or after 1 October 2020 (arrears)	1 April 2021 (current rates) Rate of pay on 19 July 2021
3.3	Annual	\$59,940	\$59,940
	Weekly	\$1,148.72	\$1,148.72
	Hourly	\$30.23	\$30.23
	Casual	\$37.79	\$37.79

Activity Group Leader levels (52/52 rates)		First full pay period on or after 1 October 2020 (arrears)	1 April 2021 (current rates) Rate of pay on 19 July 2021
3.2	Annual	\$59,054	\$59,054
	Weekly	\$1131.74	\$1131.74
	Hourly	\$29.78	\$29.78
	Casual	\$37.23	\$37.23
3.1	Annual	\$58,181	\$58,181
	Weekly	\$1,115.02	\$1,115.02
	Hourly	\$29.34	\$29.34
	Casual	\$36.68	\$36.68

**TABLE 5.1 - DIPLOMA QUALIFIED EDUCATOR SALARY SCALE - 46/52 RATES**

Diploma Educator levels (46/52 Rates)		First full pay period on or after 1 October 2020 (arrears)	1 April 2021 (current rates) Rate of pay on 19 July 2021
2.3 (On 1 July 2021)	Annual	\$50,708	\$50,708
	Weekly	\$971.78	\$971.78
	Hourly	\$25.57	\$25.57
2.2 (On 1 July 2021)	Annual	\$49,958	\$49,958
	Weekly	\$957.42	\$957.42
	Hourly	\$25.20	\$25.20
2.1	Annual	\$49,220	\$49,220
	Weekly	\$943.27	\$943.27
	Hourly	\$24.82	\$24.82

**TABLE 5.2 - DIPLOMA QUALIFIED EDUCATOR SALARY SCALE - 52/52 RATES**

Diploma Educator levels (52/52 Rates)		First full pay period on or after 1 October 2020 (arrears)	1 April 2021 (current rates) Rate of pay on 19 July 2021
2.3 (On 1 July 2021)	Annual	\$57,322	\$57,322
	Weekly	\$1,098.54	\$1,098.54
	Hourly	\$28.91	\$28.91
	Casual	\$36.14	\$36.14
2.2 (On 1 July 2021)	Annual	\$56,475	\$56,475
	Weekly	\$1,082.30	\$1,082.30
	Hourly	\$28.48	\$28.48
	Casual	\$35.60	\$35.60

2.1	Annual	\$55,640	\$55,640
	Weekly	\$1,066.31	\$1,066.31
	Hourly	\$28.06	\$28.06
	Casual	\$35.08	\$35.08

**TABLE 6.1 - CERTIFICATE III QUALIFIED EDUCATOR (OR ACTIVELY WORKING TOWARDS) - 46/52 RATES**

Certificate III Educator levels (46/52 Rates)		First full pay period on or after 1 October 2020 (arrears)	1 April 2021 (current rates) Rate of pay on 19 July 2021
1.6 (On 1 July 2021)	Annual	\$48,986	\$48,986
	Weekly	\$938.78	\$938.78
	Hourly	\$24.70	\$24.70
1.5	Annual	\$46,621	\$46,621
	Weekly	\$893.46	\$893.46
	Hourly	\$23.51	\$23.51
1.4	Annual	\$45,373	\$45,373
	Weekly	\$869.55	\$869.55
	Hourly	\$22.88	\$22.88
1.3	Annual	\$44,600	\$44,600
	Weekly	\$854.74	\$854.74
	Hourly	\$22.49	\$22.49
1.2	Annual	\$43,196	\$43,196
	Weekly	\$827.84	\$827.84
	Hourly	\$21.79	\$21.79
1.1	Annual	\$41,749	\$41,749
	Weekly	\$800.10	\$800.10
	Hourly	\$21.06	\$21.06

**6.2 - CERTIFICATE III QUALIFIED EDUCATOR (OR ACTIVELY WORKING TOWARDS) - 52/52 RATES**

Certificate III Educator levels (52/52 Rates)		First full pay period on or after 1 October 2020 (arrears)	1 April 2021 (current rates) Rate of pay on 19 July 2021
1.6	Annual	\$55,375	\$55,375
	Weekly	\$1,061.23	\$1,061.23
	Hourly	\$27.93	\$27.93
	Casual	\$34.91	\$34.91
1.5	Annual	\$52,702	\$52,702
	Weekly	\$1,010.00	\$1,010.00
	Hourly	\$26.58	\$26.58

	Casual	\$33.22	\$33.22
1.4	Annual	\$51,291	\$51,291
	Weekly	\$982.97	\$982.97
	Hourly	\$25.87	\$25.87
	Casual	\$32.33	\$32.33
1.3	Annual	\$50,418	\$50,418
	Weekly	\$966.23	\$966.23
	Hourly	\$25.43	\$25.43
	Casual	\$31.78	\$31.78
1.2	Annual	\$48,831	\$48,831
	Weekly	\$935.81	\$935.81
	Hourly	\$24.63	\$24.63
	Casual	\$30.78	\$30.78
1.1	Annual	\$47,195	\$47,195
	Weekly	\$904.46	\$904.46
	Hourly	\$23.80	\$23.80
	Casual	\$29.75	\$29.75

**TABLE 7.1 - ALLOWANCES**

Clause	Allowance	Rate - 1 July 2021
<b>Common allowances</b>		
<b>27.2</b>	Vehicle allowance (private vehicle)	<b>.80 cents</b> per kilometre
<b>27.3</b>	Clothing and equipment (uniform)	<b>\$1.93</b> per day or part day thereof in lieu of receiving such suitable protective clothing or uniform as required by the employer.
<b>27.5</b>	Meal allowance	<b>\$12.83*</b> or a meal to the employee.
<p><i>* The meal allowance has been adjusted since the date of submission for approval of this Agreement. This update takes into account the Annual Wage Review Decision increasing the allowance rates contained in the Children's Services Award 2010, which takes effect in the first full pay period on or after 1 July 2021.</i></p>		
<b>Early Childhood Teachers</b>		
<b>51</b>	Teacher in Charge	A Teacher in Charge will receive an additional amount per week equivalent to <b>4% of the pay rate</b> for a teacher at <b>classification level 1.1</b> .
<b>Certificate III and Diploma Educators, Additional Assistants and Activity Group Leaders</b>		
<b>65.1</b>	First Aid	<b>\$1.10</b> per day
<b>65.2</b>	Toilet Cleaning	<b>\$1.54</b> per day
<p>*Allowances may be adjusted annually in line with the Fair Work Commission's Annual Wage Review (1 July each year or a date as specified by the Commission).</p>		

## TASK 4: ADJUST WEEKLY HOURS IF NECESSARY AND CONFIRM IN WRITING

The next step in this process is to adjust weekly hours for employees if necessary, and ensure that the employees are notified in writing of any such change.

Please follow instructions provided below if you need to adjust the weekly hours for any employee.

### Step 1

- Gather the information you have already collected on each employee's rostered hours.

### Step 2

- Discuss individually with each employee who is impacted by a change to hours in line with the consultation provisions in the Agreement (refer to clauses 9.11 to 9.16 - Consultation for a change to regular roster or hours of work).
- Ensure reasonable notice is provided to the employee and they are provided with an opportunity to bring a support person or representative to the meeting.
- Refer to **Appendix 2: Sample introduction of change letter** and **Appendix 3: Sample letter to the employee's union**.

### Step 3

- Follow this consultation process by confirming this change in writing.
- If there is a change in hours, provide a copy of the new roster (if applicable) to affected employees (**Appendix 4**).

### Step 4

- Provide a copy of the **confirmation of new agreement letter (Appendix 1)** for each employee covered by the VECTEA 2020.
- Place a copy of the confirmation letter in the employee's personnel file.

### Step 5

- Notify your payroll provider (such as ADP or your bookkeeper) of the new hours for each employee as soon as possible.
- These new hours should be implemented from the date the new agreement comes into effect, and any changes to salary should be included in the first pay process.

## TASK 5: CALCULATE THE ARREARS (BACKPAY) AMOUNT FOR EACH ELIGIBLE EMPLOYEE

The translation to the new classifications and levels is effective from the first pay period on or after 1 October 2020.

### IMPORTANT INFORMATION ABOUT CALCULATING AMOUNTS OWING:

- Between **1 October 2020** and **19 July 2021** employees at your service may have become entitled to an increment/s (i.e. January 2021) depending on their increment anniversary date.
- Since the new Agreement 2020 classifications and levels are being back dated to **1 October 2020**, care must be taken to ensure that backpay for each employee is calculated taking into account:
  - the appropriate level at the translation point **and,**
  - any increment/s the employee may have become entitled to between **1 October 2020** and **19 July 2021 and,**
  - all pay increases which have occurred during this period. There was a second pay increment is from the **first pay period** on or after **1 April 2021** (clauses 48.6 and 59.6) **and,**
  - Level 2.1 Diploma Educators and Certificate III Educators at a level 1.5 who have completed 12 months service as of **1 July 2021**, were entitled to progress to the next salary increment.
- Employees who have had an increment between **1 October 2020** and on **19 July 2021** will have pay adjusted from the beginning of the first pay period following their increment date.

### ALLOWANCES AND SUPERANNATION?

- Arrears is calculated on **all** paid hours excluding allowances.
- Arrears for ordinary time earnings will also **include** superannuation contributions.

#### IMPORTANT - ADP PROCESSING DATES:

All arrears should be reconciled and paid to your employees within 14 calendar days of the date of the approval of the Agreement (clauses 48.5 and 59.5). For ADP arrears processing clients, the date of payment will occur on day 16 (calendar) days after approval of the Agreement.

- Arrears last date of payroll processing (first process of Term 3): **Thursday, 22 July 2021** and **Friday, 23 July 2021**. Employees will receive payment on **Wednesday, 28 July 2021**.
- Advance last date of payroll processing (first process of Term 3): **Thursday, 15 July 2021** and **Friday 16 July 2021**. Employees will receive payment on **Thursday, 22 July 2021**.

## ELIGIBLE EMPLOYEES

Consider the following eligibility criteria to determine if your employee is eligible for arrears:

Eligibility criteria:	Context:
If employed at your service <b>prior to</b> 1 October 2020 and currently working at your service.	Eligible for arrears First pay period on or after <b>1 October 2020</b> to the first pay period on or after <b>19 July 2021</b> .
If employed at your service <b>on or after</b> 1 October 2020 and currently working at your service.	Eligible for arrears First pay period after the employee commenced at your service to the first pay period on or after <b>19 July 2021</b> .
If <b>no longer employed at your service</b> but was employed at your service on or after the first pay period from 1 October 2020.	There is no legal obligation to provide backpay to former employees under this Agreement ( <b>CEASED EMPLOYMENT ON OR BEFORE 18 JULY 2021</b> ).  SECTION 4: FREQUENTLY ASKED QUESTIONS - Salaries and calculating arrears for further information.

## PROCESS FOR CALCULATING ARREARS

Please follow these step-by-step instructions:

<b>Step 1</b>	Refer to the employee information you have completed.
<b>Step 2</b>	Determine the correct pay periods and payroll processing dates to enter into the calculator (or the employee's commencement date).  ADP arrears - pay period commencing: <b>14 October 2020</b> ADP advance - processing: pay period commencing: <b>5 October 2020</b>
<b>Step 3</b>	Use the provided 'VECTEA 2020 Arrears Calculator' to determine the discrepancy owed to each employee.  The calculator allows for a calculation of 10 employees at a time.  For larger services, please copy and create a new excel sheet tab for additional employees. JobKeeper periods are excluded from the VECTEA arrears calculator and will need to be manually calculated.
<b>Step 4</b>	Notify your payroll provider (ADP or bookkeeper) as soon as practicable of the amount to be included in the employee's next pay as back pay.  <b>When is payment due?</b>



**Step 4  
(Continued)**

All arrears (back pay) must be reconciled in an employee by **26 July 2021** where practicable, which is 14 calendar days of the date of approval of the Agreement.

**ADP Payline clients:**

- Arrears last date of payroll processing (first process of Term 3): **Thursday, 22 July 2021** and **Friday, 23 July 2021**. Employees will receive payment on **Wednesday, 28 July 2021**.
- Advance last date of payroll processing (first process of Term 3): **Thursday, 15 July 2021** and **Friday 16 July 2021**. Employees will receive payment on **Thursday, 22 July 2021**.

Employers who use ADP should include the back pay as a dollar amount in the Bpay column on the proforma timesheet with their payroll process. You may need to arrange a temporary increase to your EFT limit to cover this process.

## **PROCESSING ARREARS FOR FORMER EMPLOYEES (IF APPLICABLE)**

ADP users should email ADP's Kindergarten Support Centre with the name of the service (employer), the name of the past employee and the amount of back pay to be paid as they will have been deleted from your record at the end of the financial year. ADP will then process their pay on your behalf.

Please contact ADP's Kindergarten Support Centre on 1300 763 652, between 8.30 am-5.30 pm Monday to Friday or lodge an E-Service request with the following information:

- the name of your service
- employee's name; and
- amount to be included in the back pay.

## **TASK 6: ISSUE CONFIRMATION OF NEW AGREEMENT LETTERS TO ALL EMPLOYEES**

In **Appendix 1**, employers will find a template **confirmation of new agreement letter**. This should be issued to your employees covered by the VECTEA 2020 as soon as practicable.

In the letter, you will need to confirm:

- **New classification** (if applicable). Check your teachers and educators for salary increment changes.
- **Hourly rate of pay under the New Agreement**. Refer to 1 April 2021 rates of pay.
- **Next increment date**. This was 1 July 2021 for level 2.1 Diploma Qualified Educators, or level 1.5 Certificate III Qualified Educators) who have completed a minimum of 12 months service.

This confirmation letter is a letter of variation to the 'term of employment' clause and in your employees existing contracts of employment (if using ELAA contract templates). You do not need to issue a new contract of employment to your employees. If you utilise an alternative contract of employment template, you may wish to make changes as required.

## SECTION 4: FREQUENTLY ASKED QUESTIONS

ELAA has compiled responses to some of the questions that members have been asking ELAA in recent weeks in relation to the implementation of the VECTEA 2020.

### SALARIES AND CALCULATING ARREARS

#### 1. OUR EMPLOYEES ARE PAID MORE THAN THE VECTEA 2020 RATES FOR THEIR CLASSIFICATION. HOW DO WE WORK OUT WHAT THEIR NEW SALARY RATES SHOULD BE?

If an employee is paid above the rate set in the old agreement, his/her entitlement to an increase in pay due to the implementation of VECTEA 2020 will depend on the terms of employment in the employee's letter of employment. ELAA advises that you obtain a copy of the employee's most recent letter of employment (or update) and contact the ELAA's Member Solutions Team for advice.

#### 2. WHAT IF WE DON'T MAKE THE RATES, CLASSIFICATION AND ROSTER CHANGES IN TIME?

It will take some time (especially if you have a number of employees) to gather the information you need to implement the changes in VECTEA 2020. Whilst every endeavor should be made to do this in time for the first pay process on or after the implementation date, where an employer cannot meet the timeframes, every effort should be made to implement new pay rates and hours as soon as possible.

Any delay beyond the first pay period on or after implementation date will require an adjustment to the date and amount of back pay for your employees.

#### 3. IS THERE A SPECIFIC DATE WHEN BACK PAY MUST BE COMPLETED?

Per clauses 48.5 and 59.5 of the Agreement, backpay is required to be paid to eligible employees within 14 calendar days of the approval date by the Fair Work Commission. Therefore, every effort should be made to complete this task as soon as possible.

In some erroneous circumstances, employees may be required to be paid in the next pay period after 14 calendar days due to payroll processing timeframes. If this is to occur, you should discuss this with your employees and make them aware of the date by which they can expect their back pay to be paid.

#### 4. WE HAVE ALREADY GIVEN OUR EMPLOYEES A PAY INCREASE; DO THEY STILL GET BACK PAY?

If your employees have already been given pay increases based on the VECTEA 2020 prior to its implementation, their entitlement to back pay will depend on how the increase was communicated to them. If the increase you have given is less than VECTEA rates, they will still be entitled to back pay calculated on the difference between what they received and what they are entitled to.

If you are unsure, please contact the ELAA Member Solutions Team.

#### 5. HOW DO WE PAY FOR THE INCREASES TO PAY AND HOURS?

The Department of Education and Training (DET) has agreed on an increase in per-capita and other funding amounts to support the increased pay rates for early childhood staff in funded programs. This will become effective after the VECTEA 2020 is implemented. You may need to also review your budget and fees (especially for unfunded groups) to ensure that your service continues to remain viable.

## SALARIES AND CALCULATING ARREARS

### 6. ARE FORMER EMPLOYEES WHO HAVE LEFT THE SERVICE ELIGIBLE TO RECEIVE AN ARREARS PAYMENT?

There is no legal obligation to provide an arrears payment (backpay) to former employees under this Agreement.

Former employees are not covered by the coverage term of clause 2 of the VECTEA 2020 which refers to: 'employees of employers listed in Schedule 1 as defined in this Agreement who perform the work outlined in schedule 4'. Therefore, an employee must be a current employee of the employers covered in schedule 2 of the Agreement to be strictly eligible for back payment benefits described in clauses 48.5 and 59.5.

It is therefore a decision of your service to provide backpay to former employees, as this was the practice adopted following the implementation of the *Victorian Early Childhood Teachers and Educators Agreement 2016*.

### 7. IS BACK PAY PAYABLE ON ALLOWANCES?

No, there is no entitlement to back pay on allowances.

### 8. ARE EARLY CHILDHOOD TEACHERS PAID 46/52 RATES OR 52/52 RATES OF PAY ON THE 10-WEEK LEAVE MODEL?

Early Childhood Teachers are only employed under 52/52 rates, as the additional leave entitlements provides them pay throughout the term break is incorporated in their ordinary rate of pay. There is no 46/52 salary table for teachers in this Agreement.

46/52 rates apply to Educators and Activity Group Leaders who are employed on the 10-week leave model, to enable them to acquire the additional six weeks of leave for term breaks.

## PAYROLL

### 9. WILL ADP UPDATE THE PERSONAL/CARER'S (SICK) LEAVE BALANCES FOR EDUCATORS FOLLOWING THE CHANGE TO 15 DAYS FOR EDUCATORS UNDER THE NEW AGREEMENT.

Educators, Activity Group Leaders and Additional Assistants (**Educators**) are entitled to a pro-rata amount of the additional five days of personal leave awarded under this Agreement (a total of 15 days).

Educators (other than casual Educators) with an **anniversary date prior to 19 July 2021** will have previously have received a nominal amount of 10 days (pro-rata for part-time) of personal carer's leave under the VECTEA 2020. As such, they will be entitled to have their balances of personal/carer's leave adjusted with an additional five days upon the commencement of the Agreement (pro-rata for part time).

Educators (excluding casual Educators) with an **anniversary date on or after 19 July 2021** will be entitled to 15 days of paid personal/carer's leave on their anniversary date. This will be adjusted in the ADP Payline system.

For ADP clients, educator balances of personal/carer's leave will be manually adjusted in the coming weeks following the operational date of this Agreement. For further enquiries, please contact ADP's Kindergarten Support Centre on 1300 763 652, between 8.30am-5.30pm Monday to Friday or lodge an E-Service request.

## ROSTERS

### 10. CAN AN EMPLOYEE BE ROSTERED TO WORK MORE THAN 38 HOURS PER WEEK?

Under the *Fair Work Act 2009*, an employer cannot require an employee to work more than 38 ordinary hours per week. However, an employer can require an employee to work hours in addition to 38 if reasonable. Reasonableness depends on such factors as the compensation paid to the employee for working those additional hours and the notice given to the employee of the requirement.

### 11. DO I NEED TO ISSUE A NEW ROSTER TO MY EMPLOYEES?

If your employee's rostered hours of work have been altered as a result of this Agreement, then you should issue a new roster to your employee following consultation process as specified in clause 9 of the VECTEA 2020.

## CONTRACTS AND IMPLEMENTATION OF CHANGE

### 12. DO I NEED TO ISSUE EMPLOYEES WITH A NEW CONTRACT OF EMPLOYMENT?

As a result of transitioning to the New Agreement, the '**confirmation of agreement letter**' will suffice. Please note, this is a letter of variation (addendum) and is not a new contract of employment.

In the event that the terms of your employee's employment are significantly changing as a result of transitioning to the new Agreement, then a new contract of employment may be suitable (i.e. from a modern award to the VECTEA). Remember to always reference your employees hire date as well as the date that the new contract takes effect.

### 13. DO I NEED TO CONSULT WITH MY EMPLOYEES IF THEIR HOURS ARE NOT CHANGING?

It is recommended to issue '**confirmation of new agreement**' letters to your employees as provided in appendix 1 of this Kit.

A consultation process as outlined in clause 9 of the Agreement is required when the employer: 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 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Transitioning to the New Agreement does not constitute a *major workplace change* or a *change to roster or ordinary hours of work* within the meaning of clause 9 (**consultation**).

Please refer to the following resources:

## APPENDICES - TEMPLATES

- **Appendix 1:** Confirmation of new agreement letter in this Kit (issue to all employees covered by the VECTEA 2020).
- **Appendix 2:** Sample introduction of change letter (to be provided to all affected employees with a change of hours where consultation is required)
- **Appendix 3:** Sample letter to the employee's union (to be provided upon request)
- **Appendix 4:** Sample employee roster

## REMOVAL OF VALIDATION FOR EARLY CHILDHOOD TEACHERS

### 14. CAN MY TEACHER APPLY UNDER THE EXISTING PROCESS WITH VETASSESS?

On commencement of the proposed VECTEA 2020, the Validation process under the VECTEA 2016 will be removed. Teachers intending to Validate under the arrangements set out in the VECTEA 2016 must have submitted their 'Notice of Intention' to apply by 18 December 2020 and submit their 'Application for Validation' in line with the Department of Education and Training's guidelines (18 April 2021).

The Department of Education and Training is currently finalising the process for the assessment of Early Childhood Teacher Validation in line with the process set out in VECTEA 2016.

### 15. WHEN WILL THE NEW INTERNAL CAPABILITY ASSESSMENT PROCESS TAKE EFFECT?

From 1 February 2022 under the new Agreement, teachers on level 2.5 will be eligible to progress to level 3.1 in the teacher scale conditional on the teacher satisfying the eligibility requirements (clause 50.3) and capability assessment (clause 50.4)

### 16. FROM 1 FEBRUARY 2022, MUST BE TEACHERS BE 4-YEAR DEGREE QUALIFIED TO PROGRESS TO A LEVEL 3?

Under this Agreement (clause 50.3), to progress from a level 2.5 to a level 3.1, Early Childhood Teachers must hold either:

- a 4-year teaching qualification, or
- an approved three-year qualification approved by ACECQA or VIT and was employed as an Early Childhood Teacher prior to 17 February 2006.

Clause 50.2 of the VECTEA 2020 applies from February 1, 2022, and outlines an internal capability assessment for employers to conduct in place of validation.

### 17. WHAT ARE THE REQUIREMENTS FOR PROGRESSION FROM A LEVEL 2.5 TO LEVEL 3.1?

#### Eligibility criteria:

On 1 February 2022 teachers who have been at existing salary level 2.5 for 12 months or longer will be eligible to progress to level 3.1.

This is conditional on the Early Childhood Teacher:

- having a minimum of 5 years teaching experience as defined at clause 49.4 in the VECTEA (recognition of previous teaching experience)
- having been at level 2.5 for a minimum of 12 months
- holding full Victorian Institute of Teaching registration
- holding an approved four-year Early Childhood Teacher training qualification, or if less than a four-year approved qualification, must be covered by the savings provisions of clause 52.9.4 in EEEA 2015 or clause 43.10(d) in VECTEA 2016.
- not having been the subject of any disciplinary outcome by the employer that is related to their professional practice and/or conduct in the 12 months prior to the date of progression; and
- meeting the Capability Assessment requirements as listed below.

## **18. SHOULD MY LEVEL 2.5 TEACHER APPLY FOR VALIDATION FROM 1 FEBRUARY 2022 OR IS THE EMPLOYER REQUIRED TO MAKE AN ASSESSMENT?**

Under the New Agreement, an employer will need to make a capability assessment for their eligible level 2.5 employees using the below criteria.

### **Capability assessment criteria:**

- The teacher demonstrates a clear understanding of, and contribution and commitment to the Quality Improvement Plan of the service.
- The teacher actively pursues opportunities to advocate on behalf of children and the development and delivery of early childhood education by working collaboratively and effectively with appropriate groups in the broader community.
- The teacher plays a significant role in leading and supporting programs determined by state and federal authorities.
- The teacher must demonstrate a well-developed level of understanding of and developing capabilities relevant to the roles and responsibilities and professional standards of a Level 3 teacher in the following areas:
  - Pedagogical excellence and expert teaching skills;
  - Comprehensive knowledge and practice in developing innovative programs and curriculum;
  - An ability to respond to emerging trends and issues within early childhood education, their service and community;
  - Provision of leadership and role modelling to other early childhood staff within the service;
  - Provision of expert advice and support to parents and the broader community in the development and delivery of early childhood education.

## **19. WHAT HAPPENS IF MY LEVEL 2.5 TEACHER DOES NOT MEET THE CAPABILITY ASSESSMENT?**

In the event that a teacher is determined not to meet all of the requirements of the Capability Assessment, the teacher will be notified in writing. The teacher may provide further evidence and information for consideration by the employer. A teacher may access the provisions of clause 13 – Dispute Resolution in the Agreement in order to have the employer’s decision reviewed.

A teacher who does not meet the Capability Assessment requirements shall not be eligible to be reassessed or 6 months from the date of the employer's decision. If the reassessment results in a positive finding, movement to salary level 3.1 shall occur as at the date of the finding and this date shall then become the teacher's new incremental anniversary date.

## REMOVAL OF VALIDATION FOR EARLY CHILDHOOD TEACHERS

### 20. HOW DO I DETERMINE IF MY TEACHER HAS A 3 YEAR OR 4 YEAR EARLY CHILDHOOD TERTIARY QUALIFICATION?

The Victorian Institute of Teaching publishes a list of endorsed teacher programs [here](#).\*

*\*Recent update to the VIT website on 14 July 2021.*

information on the tertiary institution's website which outlines the course's equivalent full-time student load (EFTSL). Alternatively, request that your employee contacts their tertiary institution to obtain an academic transcript to enable you to determine the full-time equivalent student load and duration of the course.

### 21. HOW DOES MY 3-YEAR QUALIFIED TEACHER WHO WAS EMPLOYED AFTER 17 FEBRUARY 2006 BECOME 4-YEAR QUALIFIED?

If your teacher holds a three-year teaching qualification, there are six basic pathways which can lead them to be conferred with four-year qualified status in Victoria.

#### Pathways include:

- complete one year of tertiary study towards a single award (such as a degree, diploma or Associate Diploma program) at a recognised Australian higher education institution
- complete one year of tertiary study towards a single award requiring year 12 as a minimum entry requirement (such as an Advanced Diploma, Associate Diploma or Diploma) at a recognised Australian TAFE institution
- complete a fourth year Bachelor of Education program at a recognised Australian higher education institution
- complete any two-year Graduate Certificate programs at one or more recognised Australian higher education institutions
- complete any one-year Graduate Diploma program at a recognised Australian higher education institution
- complete a graduate-entry teacher education program at a recognised Australian higher education institution.

Please contact the Victorian Institute of Teaching or ACECQA for further information.

**Victorian Institute of Teaching (VIT)**  
Early childhood enquiries  
[vit@vit.vic.edu.au](mailto:vit@vit.vic.edu.au) or phone **1300 977 263**.

**ACECQA**  
Contact [enquiries@acecqa.gov.au](mailto:enquiries@acecqa.gov.au), or  
by calling **1300 422 327**.



## SECTION 5: INTERPRETATION ADVICE

In this section, you will find answers to commonly asked questions relating to interpretation of clauses in the New Agreement.

Clause number	Context	Interpretation
Clause 15.6(f)	Definition of a 'term' for a casual engagement	In the context of the VECTEA, a term means the duration of a kindergarten term, of which the dates are set by the Department of Education and Training each year.
Clause 51	What is the meaning of a 'unit' or 'room' for the teacher -in change allowance?	The reference to two or more 'units' in this Agreement refers to operating rooms rather than groups within a service.
Clause 45	Can the position of Nominated Supervisor and Educational Leader be shared amongst employees?	Yes. The position of Nominated Supervisor and educational leader can be shared within a service. The one hour per week allocated to each service can be shared amongst each employee performing those duties (i.e. 30 mins for each individual if there are two employees).
Clause 45	How do I incorporate the additional hour of non-teaching/non-contact time if my Nominated Supervisor or Educational Leader is already employed to work 38 hours per week?	Under the <i>Fair Work Act 2009</i> , an employer cannot require an employee to work more than 38 ordinary hours per week unless it constitutes 'reasonable overtime'.  It is advised that a full-time Nominated Supervisor and/or Educational Leader is provided with release from face-to-face teaching/contact time to undertake the duties of their position.
Schedule 4	What is the definition of an Advisor? Is my Director an Advisor?	An Advisor is defined in the VECTEA as a teacher appointed by the employer to undertake some or all of the responsibilities of management, coordination, advice and/or support of Early Childhood Teachers, Early Childhood Educators and/or early childhood services.  If your Kindergarten Director is a VIT registered, qualified Early Childhood Teacher and is responsible for the management of the service and staff, then they may fit this definition. However, this will be dependent on the role and responsibilities of the position. Nominated Supervisors do not generally fit this definition and instead receive the Teacher in Charge allowance if the service operates two or more units or rooms.



Clause number	Context	Interpretation
		Directors in a child care, long day care or family day care setting are not be covered by the VECTEA.
Clause 33.3	What constitutes 'beyond the time at which the meal break was due?'	<p>Clause 33.3 provides that in the case of unforeseen circumstances a meal break is delayed and will be taken as soon as practicable, provided that hours worked beyond the time at which the meal break was due will be paid at the rate of time and one half until such time as the meal break is taken in the day.</p> <p>Beyond the time in which a meal break is due is taken to mean at the time the employee was rostered to take their break.</p>
Clause 54.6	Can you explain how clauses 54.6(e) to (g) (non-teaching duties) are practically applied?	<p>Clause 54.6(e) applies to teachers and is relevant if the employer requires the teacher to work during their non-teaching time to meet regulatory requirements.</p> <p>In such cases, this time worked is counted as face to face teaching - clause 54.6(f). This situation means the teacher is entitled to an equivalent amount of non-teaching time. The 25% penalty does not apply, unless 54.5(g) takes effect.</p> <p><b>What constitutes 'equivalent' non-teaching time?</b>  'Equivalent' non-teaching time is calculated based on the non-teaching hours worked that are subsequently counted as teaching hours. This is noting clause 54.5(a), whereby non-teaching time is based on a ratio of approximately 30 min of non-teaching time per hour of face-to-face teaching.</p> <p>For example, the teacher has scheduled non-teaching time between 3 pm and 5 pm. The employer requests the employee to work on the floor, and these two hours become teaching time.</p> <p>Therefore, the employee is now entitled to a total of three hours of 'equivalent' non-teaching time per clause 54.6(f). This calculation would be based on the original two hours worked that is now teaching time, plus an additional hour of non-teaching time referencing the provisions in clause 54.5(a).</p> <p><b>Arranging 'equivalent' non-teaching time</b>  Clause 54.5(f) specifies that the employee should take their allocated equivalent non-teaching time as</p>

Clause number	Context	Interpretation
Clause 54.6	Can you explain how clauses 54.6(e) to (g) (non-teaching duties) are practically applied?	<p>soon practicable after the face-to-face teaching or contact time took place.</p> <p>Under this clause, the employer and employee should attempt to mutually agree for a time for the non-teaching time to be taken considering the employee's availability, current working arrangements and roster. Genuine attempts must be made to arrange for the employee to be provided with this non-teaching time at the first instance.</p> <p><b>When the non-teaching time is not agreed to be taken within a reasonable timeframe?</b> Should the employee and employer make a genuine attempt to schedule the non-teaching time, and the employee cannot take it within a reasonable 'agreed period', as a last resort, clause 54.5(g) would apply.</p> <p>This clause provides that the employer can pay out the untaken non-teaching time balance (i.e. 3 hours in the example above) to the employee at the employee's ordinary pay rate + a 25 per cent loading.</p>
Clause 35.1	Does Clause 35.1 mean we can't employ teachers on a 4 week leave model and they all must be on a 10-week model?	That is correct and has historically been the case. Pursuant to clause 36.1 of the current Agreement (35.1 of the VECTEA 2020), 'a teacher other than a PSFO/Advisor/Advisor-in-Charge, must be engaged on the ten-week leave model of employment.'
Clause 53	Are there pay rates for teachers who perform work on a Sunday?	<p>There are no Sunday work rates for teachers under the VECTEA, as the expectation is that teachers in most instances, should not work Sundays.</p> <p>Educators should be paid overtime rate for work performed on a Sunday in line with clause 61.1 of the Agreement.</p>

## CLOSING NOTES:

Thank you for your support in reading the VECTEA Implementation Kit.

If you are an ELAA member and have any questions that have not been covered in this guide - please contact our Member Solutions team at [membersolutions@elaa.org.au](mailto:membersolutions@elaa.org.au) or call us on 03 9489 3500 (press 2).

## FURTHER RESOURCES:

To support ELAA members in this process, we have developed materials and tools which are available for download on the [Resources Section](#) of the ELAA website. You can find an arrears (backpay) calculator, Frequently Asked Questions and comparison resources for your personalised use and reading.

## INTERESTED IN BECOMING AN ELAA MEMBER?

ELAA Full and Subscriber members can contact our Member Solutions team for personalised advice and support on the governance of your service, payroll, management responsibilities, industrial relations, human resource management, occupational health and safety, Road Safety Education, policy and advice, Professional Development and much more.

[JOIN ELAA NOW](#)

## APPENDICES - TEMPLATES

### APPENDIX 1: CONFIRMATION OF NEW AGREEMENT LETTER

[Place on Service letterhead]

[Insert date]

[Insert employee name and address]

Dear [insert name of employee]

**Re: Implementation of VECTEA 2020**

We wish to confirm that our service is now bound by the provisions of the *Victorian Early Childhood Teachers and Educators Agreement 2020* (VECTEA 2020) as of **19 July 2021**.

We have applied the employment conditions of this new agreement to your position as an Early Childhood Teacher / Diploma Qualified Educator/Certificate III Educator / Activity Group Leader (*select appropriate position*) from the above date.

#### **Terms of employment**

The employer is bound by the following in respect of your employment: *Victorian Early Childhood Teachers and Educators Agreement 2020*.

The amended terms of your employment are in effect from the above date and are set out below:

- Your classification is: [for example "Teacher level 2.3"].
- Your new hourly pay rate is: **[insert rate]**.
- For casual employees, your hourly rate contains a loading of 25 per cent in lieu of any entitlement to holidays, annual leave loading and personal/carer's leave.
- Your incremental anniversary date is **[insert date]**

Please do not hesitate to contact the undersigned if you wish to discuss the change.

Yours sincerely,

[Insert name]

[Insert position]

---

I, ..... (employee name) acknowledge receipt of this correspondence.

..... (signature of employee)

Date of signature:    /    /

## APPENDIX 2: SAMPLE INTRODUCTION OF CHANGE LETTER

[Place on Service letterhead]

[Insert date]

[Insert employee name and address]

Dear [insert name of employee]

### Re: Introduction of change

The purpose of this letter is to notify you of the changes that **[Insert name of service]**, has decided to implement to your work arrangements as a result of implementing the *Victorian Early Childhood Teachers and Educators Agreement 2020* (VECTEA 2020). This change is pursuant to clause 9 of VECTEA.

Details of the changes are as follows:

**[Insert details of the changes to occur. Be specific, such as change in weekly hours from X to Y]**

We consider these changes are necessary for the following reasons:

**[Insert reasons, and if there is a change in rostered hours of work, please insert revised roster etc.]**

These changes will commence on **[insert date]**. Your new roster is attached to this letter.

We value your contribution to our educational program highly, and we sincerely hope that together we will be able to continue the high standard of service for our children and families.

You may wish to consult the union about this change. An introduction of change letter can be sent to the relevant union upon request.

If there are any questions or issues relating to this change, which you wish to discuss with us, please advise within 14 days.

Yours sincerely,

[Insert name]

[position]

### Important note: [Delete before sending letter to recipient]

For teachers employed under an industrial agreement, it may be necessary to send a copy of this letter to the relevant union (i.e. AEU or United Voice). Please check the industrial agreement to confirm the requirements. In other cases, it is up to the employer to decide whether it is appropriate to send a copy of this letter to the relevant union. If the notice of change is not to be sent to the union, please modify this letter accordingly. Please contact ELAA if you require further assistance.

## APPENDIX 3: SAMPLE LETTER TO THE EMPLOYEE'S UNION

[Place on Service letterhead]

[Insert date]

[Retain union name as applicable]

United Voice  
Ground floor  
117–131 Capel Street  
NORTH MELBOURNE VIC 3051

Australian Education Union  
PO Box 363  
ABBOTSFORD VIC 3067

Dear [insert name of union representative],

**Re: Introduction of change**

[Insert name of service] has decided to implement changes to the employment of [insert name of employee] who is employed in the position of [insert position, such as teacher/early childhood educator], and [commence/commenced] on 19 July 2021.

These changes are made as a result of the implementation of the *Victorian Early Childhood Teachers and Educators Agreement 2020* (VECTEA 2020).

Details of the changes are outlined in the attached letter, notifying the staff member of the changes. In the event that either the employee and/or the union wish to make comments regarding this matter, please contact the undersigned within 14 days of receiving this letter.

Yours sincerely,

[Insert name]  
[position]

**Attachment:** Introduction of change letter to employee

### **Important note: [Delete before sending letter to recipient]**

This letter is only to be provided at the employee's request, with the introduction of change letter attached.

This is a sample letter to be used as a guide when following the introduction of change procedure. ELAA members who wish to nominate ELAA as their representative to support them in this matter must inform the employee and union about this nomination, and send a copy of the letter to ELAA.

## APPENDIX 4: TEMPLATE EMPLOYEE ROSTER

[Place on Service letterhead]

[Insert date]

[Insert employee name]

[Insert position]

Your new roster applies from [insert date]

Arrangement of hours						
Day	Start time	Finish time	Session times	Non-teaching/ non-contact times	Meal break time	Meal break paid /unpaid
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						

**Meal breaks will be taken as follows:**

[Delete options that do not apply]

- You will take a 30-minute unpaid meal break commencing at the time shown on the roster. This break will be free of all duties and will not count as time worked.
- You will take a meal break commencing at the time shown on the roster. This break will be concurrent with non-teaching (non-contact) time. It will be included in your paid hours.
- You will take a meal break commencing at the time shown on the roster but will be required to remain on the premises to meet regulatory requirements. This break will be considered as part of your non-teaching (non-contact) time and included in your paid rostered hours.