



## October 2021

### Victorian Early Childhood Teachers and Educators Agreement 2020 (VECTEA)

#### Early childhood teachers, Advisors and Preschool Field Officers (PSFO)

The rates and conditions outlined in this bulletin are binding only on the employers who are named as respondents to this agreement, the *Victorian Early Childhood Agreement 2020 (VECTEA 2020)*, or a similar agreement, negotiated by ELAA. All clauses cited in this Bulletin are in reference to the VECTEA 2020.

These rates are set out in schedule 2 of the VECTEA 2020, and payable from the start of the **first full pay period\*** that starts on or after 1 October 2021.

Classification/ level	Annual salary	Weekly rate	Hourly rate	Casual rate (Incl. 25% casual loading)
<b>Level 1 Early childhood teachers</b>				
Level 1.1	\$64,173	\$1,229.84	\$32.36	\$40.46
Level 1.2	\$66,033	\$1,265.48	\$33.30	\$41.63
<b>Level 2 Early childhood teachers</b>				
Level 2.1	\$72,761	\$1,394.41	\$36.70	\$45.87
Level 2.2	\$74,740	\$1,432.35	\$37.69	\$47.12
Level 2.3	\$77,173	\$1,478.99	\$38.92	\$48.65
Level 2.4	\$79,728	\$1,527.94	\$40.21	\$50.26
Level 2.5	\$82,136	\$1,574.10	\$41.42	\$51.78
<b>Employer Capability Assessment required for progression from teacher Level 2 to Level 3 from 1 February 2022</b>				
<b>Level 3 Early childhood teachers</b>				
Level 3.1	\$84,579	\$1,620.91	\$42.66	\$53.32
Level 3.2	\$89,134	\$1,708.20	\$44.95	\$56.19
Level 3.3	\$94,895	\$1,818.60	\$47.86	\$59.82
Level 3.4	\$98,324	\$1,884.32	\$49.59	\$61.98
Level 3.5	\$101,793	\$1,950.80	\$51.34	\$64.17
Level 3.6	\$109,055	\$2,089.98	\$55.00	\$68.75
<b>Advisors in Charge, Advisors and Preschool Field Officers (PSFO)</b>				
Level 1	\$111,789	\$2,142.38	\$56.38	\$70.47
Level 2	\$113,989	\$2,184.53	\$57.49	\$71.86
Level 3	\$116,181	\$2,226.54	\$58.59	\$73.24

\*NB: The bargaining parties to the Agreement have confirmed this interpretation for clause 48.6 (Salaries - Early childhood teachers).

## Definitions

**Preschool Field Officer** 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.

**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. An Advisor in Charge means an Advisor appointed by the employer to direct the work of other Advisors.

**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.

**Casual (relief) teacher** is a teacher who is engaged on an ad hoc, daily relief basis to replace a teacher who is absent. For the first five days of each appointment a casual teacher is paid for teaching time and for non-teaching time that is equal to 20% of their contracted hours (clause 54.6 – equals 15 mins per hour).

If the casual engagement exceeds five consecutive working days, non-teaching time is no less than a minimum of 12.5 hours per 38 hour working week (or on a pro-rata basis when engaged to work less than 38 hours per week).

**Casual teachers are engaged on a daily basis** and paid for a minimum of 3.5 hours per day at an hourly rate based on qualifications and experience. A loading of 25% is paid in lieu of leave entitlements. If the appointment extends beyond one term then the teacher must be engaged as a temporary (fixed-term) teacher.

**Part-time teachers who work additional hours** for example, to replace an absent teacher are not casual employees. Part-time teachers are paid for the additional hours at their usual rate with a 25% loading in lieu of leave entitlements, and must be provided with non-teaching time of 30 minutes per hour of teaching duties (clause 54.5).

**Temporary (fixed-term) teacher** is a teacher who is engaged on a fixed-term contract to replace a teacher who

is absent or to work in a project that is temporary in nature. A temporary teacher has the same allocation of teaching and non-teaching time as permanent teachers (clause 54.5). Temporary teachers are paid according to their classification.

Refer to fixed-term employment in this bulletin for further Information.

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## Arrangement of hours

The total hours of employment for an early childhood teacher consist of:

- Teaching time and
- Non-teaching time

There are no minimum weekly or daily hours for permanent employees.

### Teaching time (clause 54.5)

Teaching time (contact time) means all time spent performing face to face teaching duties whilst children are in attendance. A full-time teacher will not be required to teach more than 25.5 hours each week (pro rata for part time teachers).

### Non-teaching time (clause 54.6)

Non-teaching time means all time spent performing duties other than teaching duties. A minimum of 30 minutes of non-teaching time is allocated for each hour of teaching time.

These duties may include, but are not limited to: planning, preparation, assessment and documentation; building, managing and maintaining collaborative partnerships with families and communities; meetings; reporting; implementing government initiatives; organisational duties necessary to the efficient running of the preschool program; leadership; mentoring and advocacy (clause 54.6(b)).

### Workload Index (clause 54.5)

This is obtained by multiplying the length of each attendance session (in hours) by the number of children in that session and calculating a total for sessions within a week. The workload index for a full-time teacher must not exceed 765, pro rata for part time teachers (clause 54.5(f)).

## Types of employment

### Full-time employment (clause 15.3)

**Full-time employees are engaged to work for 38 hours per week.** Full-time employees are employed on an ongoing basis (clause 15.7) unless they have been engaged on a fixed-term contract for a specific reason.

Full-time teachers should not be rostered or contracted to work more than 38 hours per week. All additional hours worked above 38 hours per week must be on an ad hoc basis and reasonable, considering any occupational health and safety risks and the employee's personal circumstances (section 62 of the *Fair Work Act 2009*).

A full-time employee may decline to work any unreasonable additional hours above 38 hours per week. All additional hours for a full-time teacher are paid at the teacher's ordinary rate of pay, as teachers do not receive overtime rates.

### Part-time employment (clause 15.4)

**Part-time employees are engaged to work for less than 38 hours per week.** Part-time employees are employed on an ongoing basis (clause 15.7) unless they have been engaged on a fixed-term contract for a specific reason per clause 15.5 of the VECTEA.

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 perform and, where applicable, the starting and finishing times each day (clause 15.4(d)). The employee's regular part-time roster (ordinary hours of work) may be varied by agreement between the employer and employee (i.e. annually).

Any such variation to hours due to a change in funding, enrolment or curriculum requires four (4) weeks' written notice from the date of notification (clause 15.8). In addition, a consultation process under clause 9 must be adhered to before a variation to roster or ordinary hours takes effect (contact ELAA for assistance). **Part-time teachers who are required to work extra hours (up to 38 hours per week), in addition to their normal roster are paid at their normal rate (52/52 rate) plus 25%.**

### Casual employment (clause 15.6)

**Casual employees are employed on a daily basis** for relief work and paid at their classification (52/52 rates) with a

25% loading. Casual employees do not accrue leave entitlements and do not have a firm advance commitment to continuing and indefinite work (section 15A of the *Fair Work Act 2009* Cth). Casual employees can accept or decline shifts as they are presented and do not have an agreed roster or pattern of work.

Under the VECTEA 2020, casual employees cannot have a single engagement for longer than one kindergarten term (clause 15.6(f)). If your engagement will exceed one term (i.e. for specific funding or as a leave replacement), refer to fixed-term employment (clause 15.5) or contact ELAA.

### Fixed-term employment (clause 15.5)

An employee may be engaged to work on a fixed-term contract for a specified reason as listed in clause 15.5(a) of the VECTEA 2020 or equivalent agreement.

A fixed-term employee can be engaged:

- In a position which is temporarily vacant for a specified period of time (NB: this does not include 12-month contracts due to variable enrolment numbers); **or**
- for a specific project, task or tasks; **or**
- in a position which is subject to specific funding for a specified period of time; **or**
- 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 an approved unpaid absence.

The essential feature of fixed term employment is that there can be no expectation of continuity of employment beyond the expiry date of the specified period, or of ongoing employment.

An employee is required for each fixed term employment period be provided with a letter of appointment stating that the employee's appointment is fixed term, the reason the employment is fixed term and the start and finishing dates of such appointment.

A fixed term employee will be entitled to pro-rata benefits to annual leave, annual leave loading, personal/carer's leave and compassionate leave.

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

Where an employer directs an employee (educators and teachers) to attend work outside of the employee's normal rostered hours for out-of-hours meetings or events, the teacher will be paid their ordinary time rate.

Out-of-hours meetings or events include but are not limited to:

- staff meetings (outside the employee's rostered non-teaching time and normal service operating hours)
- employee/committee meetings
- annual general meetings
- parent/teacher interviews
- special events (open days, fetes, parent/caregiver nights, working bees).

The employer will provide the employee with at least **14 working days' notice** of the out-of-hours meetings or events.

### *Payment for Early Childhood Teachers- Out of hours work by direction*

Employee type	Out of hours worked	Applicable rate
Part-time teacher	All Additional hours up to 38 hours per week (outside normal roster)	Part time additional hours clause 15.4(f) applies. Base rate plus 25% additional hours loading.
Full-time teacher	All reasonable additional hours (above 38 hours)	Ordinary (base) rate of pay

Early childhood teachers do not receive overtime pay under this Agreement.

Where a Preschool Field Officer, Advisor or Advisor in Charge is authorised by the employer to perform duties outside their normal working hours, this shall be added to their annual leave an equivalent period in lieu of such additional time worked (clause 56).

## Saturday work rates (clause 53)

Work ordinarily performed on a Saturday will be paid at the rate of time and a half with a minimum period of engagement of 3.25 hours and double time thereafter. **NB:** This is for work normally rostered on a Saturday (i.e. Saturday preschool).

## Probationary period (clause 16)

A probation period of 12 weeks wholly within term time applies to temporary and ongoing teachers (clause 16.1). By agreement the probation period can be extended to a maximum of six months in total. Employment may be terminated at any time during the probation period by either the employee giving one week's notice or the employer giving one week's notice or paying one week's pay in lieu of notice.

## Allowances

### Teacher in charge (clause 51)

An allowance of 4% of the pay rate for a teacher at **classification level 1.1 (\$1.29 per hour)** as of 1 October 2021) is paid to a teacher who is required to have overall responsibility for a service comprising two or more units or rooms. The amount will be payable while two or more units or rooms are operating including term breaks and for any period of four weeks prior to the commencement or resumption of any unit or room.

### Protective clothing (clothing and equipment) - clause 27.3

An allowance of **\$1.93** per day is paid to an employee where uniform or protective clothing is not provided by the employer. The allowance is only paid on days actually worked.

### Meal allowance (clause 27.5)

Where an employer requires an employee to undertake work in excess of 9 hours in any one-day Monday to Friday or more than four hours on a Saturday, the employer will provide a meal allowance of **\$12.83** or a meal to the employee.

## Vehicle allowance (clause 27.2)

An employee who is authorised by the employer to use his/her own motor vehicle in the course of his/her duties shall be paid an allowance of \$0.80 per kilometre. (This rate is prescribed from time to time by the applicable Awards).

## Leave

### Annual and additional leave (clause 36)

#### Early childhood teachers - 10-week leave model (52/52 rates)

Under their leave model, part-time and full-time teachers are entitled to 10-weeks of annual and additional leave as part of their ordinary (base) rate of pay. Teacher's salaries are not deducted to be entitled to their 10-weeks of annual leave (paid 52/52 rates). The 10-week leave model consists of:

- four weeks annual leave (152 hours or 20 days for a full-time employee), **and**
- six weeks additional leave (228 hours or 30 days for a full-time employee).

Pro-rata employees accrue annual and additional leave on a pro-rata basis based on hours worked. Casual relief teachers do not accrue paid leave entitlements.

Employees under the 10-week leave model are not required to attend work during term breaks. The six weeks of additional leave are taken at each two-week term break intervals between Terms 1 and 3. The four weeks of annual leave is taken during the Term 4 December-January break (with leave loading). Public holidays that occur during non-term weeks are paid but not included as leave.

#### Advisors and PSFO - 4-week leave model (52/52 rates)

Advisors and PSFO are engaged on the four-week leave model (152 hours or 20 days for a full-time employee, pro-rata for part-time) and paid their ordinary rates of pay. The four weeks annual leave are taken during the Term 4 December - January break (with the 17.5% leave loading).

### Annual leave loading (clause 37)

An employee who has served throughout the kindergarten year is entitled to a leave loading of 17.5% on four weeks' annual leave at the employee's ordinary rate of pay. 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.

### Requiring teachers to work during additional leave (term breaks) - clause 36.4

An employee on the 10-week leave model may agree to work during any or all of the additional leave period (up to a maximum of 228 hours or 30 days). An employee who works during a period of leave shall be paid for each hour of such work the **sum of the amounts in columns A and B below**:

	A. Ordinary time rate payment for working leave	B. Additional payment for purchase back of leave by the employer
All teachers	Ordinary time rate (52/52 rates)	Ordinary time rate (52/52 rates)

A teacher's six weeks of additional leave is reduced by any leave purchased under clause 36.4. Refer to the educators 46/52 wage bulletin for educator arrangements.

### Personal/carers leave (clause 28.2)

Employees are entitled to 15 days (114 hours) of paid personal/carer's leave for each year of service. On commencement of their service with an employer, an employee shall be granted their first year's entitlement to personal/carer's leave on a notional basis. On completion of each year's service employees shall be granted a further entitlement on a notional basis. Unused leave accumulates from year to year.

### Compassionate leave (clause 28.11)

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

### Paid parental leave (clause 30.3)

An eligible employee, other than a casual employee, who is the primary carer, i.e. has or will have responsibility for the care of the child, and satisfies the notice and evidence requirements under the NES and/or this Agreement will be entitled to a payment 16 weeks' paid parental leave paid at the employee's ordinary time rate payable on commencement of parental leave or in fortnightly

instalments. Secondary caregivers (partner leave) receive four weeks salary.

### Unpaid parental leave (clauses 30.1 and 30.2)

Employees eligible for parental leave are also entitled to 78 weeks of unpaid leave (inclusive of any paid parental leave period), with any extension in accordance with the NES.

### Other leave and provisions

The VECTEA contains provisions for the following paid leave, planning days and professional development:

- Graduate teacher mentoring leave (clause 52)
- Professional development days (clause 41.1)
- Organisational days (child-free days) (clause 34)
- Union training leave (clause 42)
- Approved unpaid absence (clause 38.1)
- AEU Councillors leave (clause 43)
- Family and domestic violence leave (clause 46)

## Salary increment progression (clause 48)

Salary progression to the next increment level will occur upon the completion of twelve months service. A PSFO or Advisor must complete two years of service at their existing level to be eligible to progress to PSFO/Advisor Level 2. Fixed-term (temporary) teachers must complete a minimum of four weeks of service with one employer to progress to the next increment level.

## Employer capability assessment (clause 50.4)

Progression from teacher level 1.2 to level 2.5 is based on a teacher's years of service (12 months of service between each progression point). Progression from level 2.5 to level 3.1 is subject to a capability assessment conducted by the employer (validation with VETASSESS is no longer applicable).

### Eligibility criteria (clause 50.3)

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 teacher meeting all of the below criteria:

- having a minimum of 5 years 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 have a three-year approved qualification **AND** have been employed as a teacher prior to 17 February 2006, and,
- 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** and the standards of a level 3 teacher (set out in **clause 50.4**).

## Superannuation (clause 21)

Employers are required to contribute 10% (1 July 2021 to 30 June 2022) for all employees who are paid more than \$450 in a calendar month. Superannuation Guarantee (SG) Contributions are calculated on ordinary time earnings.

All new staff must be provided with a standard superannuation choice form within 28 days of commencement of employment. New employees may choose one of the four funds named in the agreement, AustralianSuper, HESTA, Vision Super, and VicSuper. Employees who have made a superannuation choice cannot alter that choice within 12 months of making the choice. If existing employee's contributions are being paid to a different compliant fund, then this can continue.

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