



Understanding the Victorian Early Education Agreement 2021 (VEEA) - Comparison Tool

| Changes from the VECTEA 2016 to your new Agreement | | Your Proposed Enterprise Agreement | Comparison Enterprise Agreement | Current Enterprise Agreement | Educators and Activity Group Leaders | Teachers, Advisors and Preschool Field Officers |
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| | | VEEA to VECTEA Comparison | | | Modern Award Comparison | |
| Employer Paid Parental Leave Primary Care Giver (Maternity Leave) | <ul style="list-style-type: none"> Eligible employees who are primary caregivers will receive an increased entitlement from 14 to 16 weeks paid parental leave. Option to have paid parental leave paid either at the commencement of leave (lump sum) or in fortnightly instalments. Clause has been amended to clarify that the entitlement is a form of paid leave, which attracts superannuation and leave entitlements. This clause is particularly relevant for young and/or female workers, but may be relevant to employees of all ages and gender. | 16 weeks' salary paid at the employee's ordinary time rate payable on commencement of parental leave or in fortnightly instalments. - Clause 30.3 of the VEEA (2021). | 16 weeks' salary paid at the employee's ordinary time rate payable on commencement of parental leave or in fortnightly instalments. - Clause 30.3 of the VECTEA (2020). | A payment equivalent to 14 weeks' salary , payable on commencement of maternity/adoption leave. - Clause 31.5 of the VECTEA (2016). | Not provided for in the award or the National Employment Standards (NES). | Not provided for in the award or the National Employment Standards (NES). |
| Employer Paid Parental Leave (Partner Leave) | <ul style="list-style-type: none"> Secondary caregivers will receive an increased entitlement | 4 weeks' salary paid at the employee's ordinary time rate payable on commencement of | 4 weeks' salary paid at the employee's ordinary time rate payable on commencement of partner | A payment equivalent to five days, payable on commencement of partner leave. | Not provided for in the award or the NES. | Not provided for in the award or the NES. |



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| Non-Primary Giver | from 5 days to four weeks paid leave. | partner leave or in fortnightly instalments. - Clause 30.3 of the VEEA (2021). | leave or in fortnightly instalments. - Clause 30.3 of the VECTEA (2020). | - Clause 31.7 of the VECTEA (2016). | | |
| Unpaid Parental Leave (Primary Care Giver) | No change to this Agreement. | 78 weeks unpaid leave with any extension to be in accordance with the NES (up to 2 years). - Clause 30.2 of the VEEA (2021). | 78 weeks unpaid leave with any extension to be in accordance with the NES (up to 2 years). - Clause 30.2 of the VECTEA (2020). | 78 weeks unpaid leave with any extension to be in accordance with the NES (up to two years). - Clause 31.4 of the VECTEA (2016). | Per the National Employment Standards. An eligible employee is entitled to 12 months (52 weeks) of unpaid parental leave. With agreement with their employer, an employee may extend their parental leave by an additional 12 months. | Per the National Employment Standards - Clause 25 of the Award. An eligible employee is entitled to 12 months (52 weeks) of unpaid parental leave. With agreement with their employer, an employee may extend their parental leave by an additional 12 months. |
| Family and Domestic Violence Leave | <ul style="list-style-type: none"> A new clause provides an Employee experiencing family violence with access to 20 days per year of paid family and domestic violence 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. | An Employee experiencing family violence will have access to 20 days per year of paid family and domestic violence leave for medical appointments, legal proceedings and other activities related to family violence. - Clause 46.5 of the VEEA (2021). | An Employee experiencing family violence will have access to 20 days per year of paid family and domestic violence leave for medical appointments, legal proceedings and other activities related to family violence. - Clause 46.5 of the VECTEA (2020). | Not included in the 2016 agreement. | Per the National Employment Standards - Clause 28 of the Award. An employee is entitled to 5 days of unpaid family and domestic violence leave in a 12-month period. Fair Work Act 2009 - Section 106A. | Per the National Employment Standards - Clause 27 of the Award. An employee is entitled to 5 days of unpaid family and domestic violence leave in a 12-month period. Fair Work Act 2009 - Section 106A. |



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| | <ul style="list-style-type: none"> This clause is particularly relevant for young and/or female workers, but may be relevant to employees of all ages and gender. | | | | | |
| Long Service Leave | Updated legislation. | In accordance with the Victorian <i>Long Service Leave Act 2018</i> . - Clause 32 of the VEEA (2021) . | In accordance with the Victorian <i>Long Service Leave Act 2018</i> . - Clause 32 of the VECTEA (2020) . | In accordance with the Victorian <i>Long Service Leave Act 1992</i> . - Clause 33 of the VECTEA (2016) . | In accordance with the Victorian <i>Long Service Leave Act 2018</i> . | In accordance with the Victorian <i>Long Service Leave Act 2018</i> . |
| Annual Leave Entitlement - All Employees | No change to this Agreement. | 152 hours (20 days for a full-time employee) annual leave in respect of each year of service accrued on a pro-rata basis. - Clause 36.2 of the VEEA (2021) . | 152 hours (20 days for a full-time employee) annual leave in respect of each year of service accrued on a pro-rata basis. - Clause 36.2 of the VECTEA (2020) . | 152 hours (20 days for a full-time employee) annual leave in respect of each year of service accrued on a pro-rata basis. - Clause 37.1 of the VECTEA (2016) . | Per the NES - Clause 24 of the Award. 4 weeks annual leave for a full-time employee (pro-rata for part time). 5 weeks annual leave for a shift-worker (not applicable). | Per the NES - Clause 21.2 of the Award. 4 weeks annual leave for a full-time employee (pro-rata for part time). 5 weeks annual leave for a shift-worker (not applicable). |
| Additional Leave Entitlement - 10 Week Leave Model | No change to this Agreement. | Additional paid leave of 228 hours (30 days for a full-time employee) accrued on a pro-rata basis. - Clause 36.3 of the VEEA (2021) . | Additional paid leave of 228 hours (30 days for a full-time employee) accrued on a pro-rata basis. - Clause 36.3 of the VECTEA (2020) . | Additional paid leave of 228 hours (30 days for a full-time employee) accrued on a pro-rata basis. - Clause 37.2 of the VECTEA (2016) . | Not provided for in the Award. | An employee is not generally required to attend for periods of time when the students are not present, subject to the needs of the employer with regard to professional development, student free days and other |



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| | | | | | | activities requiring the employee's attendance. The maximum number of days that the employee will be required to attend during term weeks and non-term weeks is 205 in each school year. - Clauses 15.4 and 15.5 of the Award. |
| Annual Leave Loading | No change to this Agreement | An employee who has served throughout the preschool year is entitled to a leave loading of 17.5% on four weeks' annual leave at the employee's ordinary rate of pay. - Clause 37.1 of the VEEA (2021). | An employee who has served throughout the preschool year is entitled to a leave loading of 17.5% on four weeks' annual leave at the employee's ordinary rate of pay. - Clause 37.1 of the VECTEA (2020). | An employee who has served throughout the preschool year is entitled to a leave loading of 17.5% on four weeks' annual leave at the employee's ordinary rate of pay. - Clause 38.2 of the VECTEA (2016). | In addition to the payment provided for by the NES an employer is required to pay leave loading of 17.5% of that payment. - Clause 24.3 of the Award. | An employee who has served throughout the school year is entitled to a leave loading of 17.5% on 4 weeks' annual leave. - Clause 23.2 of the Award. |
| Paid Personal/Carer's (Sick) Leave (Other Than Casual Employees) | Updated clause provides 15 days (114 hours) of paid personal/carers' leave for each year of service (pro-rata for part time) to all employees. | Employees are entitled to 15 days (114 hours) of paid personal/carers' leave for each year of service (pro-rata for part time). - Clause 28.2 of the VEEA (2021). | Employees are entitled to 15 days (114 hours) of paid personal/carers' leave for each year of service (pro-rata for part time). - Clause 28.2 of the VECTEA (2020) | For each year of service with his or her employer, an employee is entitled to 10 days (76 hours) of paid personal/carers' leave. An Early Childhood Teacher, including a Pre-school Field Officer or Advisor, is entitled to 15 days (114 hours) of paid personal/carers' leave - Clause 29.2. | Personal/carers' leave and compassionate leave are provided for in the NES - Clause 25 of the Award. For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carers' leave. - FAIR WORK ACT 2009, Section 96. | Personal/carers' leave and compassionate leave are provided for in the NES - Clause 24 of the Award. For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carers' leave. - FAIR WORK ACT 2009, Section 96. |



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| Unpaid Carer's Leave (Including Casual Employees) | No change to this Agreement | An employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion). - Clause 28.8 of the VEEA (2021). | An employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion). - Clause 28.8 of the VECTEA (2020) | An employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion). - Clause 29.8 of the VECTEA (2016). | Personal/carer's leave and compassionate leave are provided for in the NES. - Clause 25 of the Award. An employee is entitled to 2 days of unpaid carer's leave for each occasion. | Personal/carer's leave and compassionate leave are provided for in the NES. - Clause 24 of the Award. An employee is entitled to 2 days of unpaid carer's leave for each occasion. |
| Compassionate Leave | Increase to five (5) days of paid compassionate leave for each occasion (a permissible occasion). | An employee is entitled to 5 days of paid compassionate leave for each occasion (a permissible occasion). - Clause 28.11 of the VEEA (2021) | An employee is entitled to 5 days of paid compassionate leave for each occasion (a permissible occasion). - Clause 28.11 of the VECTEA (2020) | An employee is entitled to 2 days of paid compassionate leave for each occasion (a permissible occasion). - Clause 29.10 of the VECTEA (2016). | Personal/carer's leave and compassionate leave are provided for in the NES: - Clause 25 of the Award. An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion). | Personal/carer's leave and compassionate leave are provided for in the NES: - Clause 24 of the Award. An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion). |
| Community Service Leave (Including Jury Service) | No change to this Agreement. | In addition to the NES: Employees shall be entitled to be paid by their employer for all absences on jury service , provided that any monies paid by the court for attendance by the employee undertaking jury service will be paid or reimbursed to the employer. - Clause 31.2 of the VEEA (2021) | In addition to the NES: Employees shall be entitled to be paid by their employer for all absences on jury service , provided that any monies paid by the court for attendance by the employee undertaking jury service will be paid or reimbursed to the employer. - Clause 31.2 of the VECTEA (2020). | In addition to the NES: Employees shall be entitled to be paid by their employer for all absences on jury service , provided that any monies paid by the court for attendance by the employee undertaking jury service will be paid or reimbursed to the employer.- Clause 32.2 of the VECTEA (2016). | Community service leave is provided for in the NES- Clause 26 of the Award. An employee who engages in an eligible community service activity is entitled to be absent (without pay) from his or her employment. | Community service leave is provided for in the NES - Clause 26 of the Award. An employee who engages in an eligible community service activity is entitled to be absent (without pay) from his or her employment. |



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| Organisational Days | <ul style="list-style-type: none"> Update of the clause and provision of an additional child-free day. Employees shall be entitled to 3 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. 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, the employee received payment for 7.6 hours. 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. | <p>Employees shall be entitled to three (3) child free days to undertake organisation activities approved by the employer.</p> <p>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.</p> <p>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. - Clause 34 of the VEEA (2021).</p> | <p>Employees shall be entitled to three (3) child free days to undertake organisation activities approved by the employer.</p> <p>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.</p> <p>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. - Clause 34 of the VECTEA (2020).</p> | <p>Employees shall be entitled to two (2) child free days to undertake organisation activities approved by the employer.</p> <p>The first day of Term 1 and the last day of Term 4 will be the common child free days to facilitate the preparation for the commencement and conclusion of the preschool year. - Clause 35 of the VECTEA (2016).</p> | <p>Not provided for in this Award.</p> | <p>An employee is not generally required to attend for periods of time when the students are not present, subject to the needs of the employer with regard to professional development, student free days and other activities requiring the employee's attendance.</p> <p>The employer will provide written notice of the term weeks and days in non-term times on which the employees are required to attend, 6 months in advance of the requirement to attend. - Clauses 15.4 and 15.8 of the Award.</p> |



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| Professional Development Days | Professional development clause moved to the common conditions, extending 2 days (pro-rata for part-time) of professional development for teachers to all employees. | An Employer will allocate two child-free days where employees will be released from teaching/contact time and other normally rostered duties in order to undertake professional development. - Clause 41.1 of the VEEA (2021) | An Employer will allocate two child-free days where employees will be released from teaching/contact time and other normally rostered duties in order to undertake professional development. - Clause 41.1 of the VECTEA (2020) | Each year services will allocate two child-free days as determined by the employer where teachers will be released from teaching and other normally rostered duties in order to undertake professional development. - Clause 45.1 of the VECTEA (2016) | Not provided in this Award. | As above. |
| Union Training Leave | <ul style="list-style-type: none"> 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. | Employees shall be granted up to 5 days leave each calendar year or 10 days leave over 2 calendar years to attend Union approved or provided courses, seminars and conferences. - Clause 42.1 of the VEEA (2021) | Employees shall be granted up to 5 days leave each calendar year or 10 days leave over 2 calendar years to attend Union approved or provided courses, seminars and conferences. - Clause 42.1 of the VECTEA (2020) | Not included in this Agreements. | Not provided for in this Award. | Not provided for in this Award. |
| AEU Councillors Leave | <ul style="list-style-type: none"> New clause provides AEU Early Childhood State Councillors with up to 8 days paid leave (pro-rata for part time) | Employees appointed to the AEU Early Childhood State Council will, be granted up to 8 days (or part thereof) leave each calendar year to attend State Council meetings. | Employees appointed to the AEU Early Childhood State Council will, be granted up to 8 days (or part thereof) leave each | Not included in this Agreement. | Not provided for in this Award. | Not provided for in this Award. |



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| AEU Councillors Leave (Continued) | <p>to attend State Council meetings.</p> <ul style="list-style-type: none"> 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 for the employee. | - Clause 43.1 of the VEEA (2021) | <p>calendar year to attend State Council meetings.</p> <p>- Clause 43.1 of the VECTEA (2020)</p> | | | |
| VIT Councillors Leave | New clause provides paid leave to attend specified VIT Council meetings for an employee holding a position of VIT Councillor. | An Employee holding the position of Victorian Institute of Teaching Councillor shall be granted paid leave to attend VIT Council meetings and any other VIT committee they are part of. - Clause 44 of the VEEA (2021) | An Employee holding the position of Victorian Institute of Teaching Councillor shall be granted paid leave to attend VIT Council meetings and any other VIT committee they are part of. - Clause 44 of the VECTEA (2020) | Not included in this Agreements. | Not provided for in this Award. | Not provided for in this Award. |
| Employee Assistance Program | Access for staff to an Employee Assistance Program providing confidential counselling sessions to discuss personal or work-related issues. Casual Teachers employed through an agency and volunteers will not be | Employees covered by this Agreement are eligible to access an Employee Assistance Program (EAP). - Clause 40 of the VEEA (2021) | Employees covered by this Agreement are eligible to access an Employee Assistance Program (EAP). - Clause 40 of the VECTEA (2020) | Not included in this Agreements. | Not provided for in this Award. | Not provided for in this Award. |



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| | eligible to access the scheme. | | | | | |
| Non-Teaching/ Contact Time Educational Leader and Nominated Supervisor | <ul style="list-style-type: none"> New clause provides an hour per week (in total) per service for the Educational Leader and Nominated Supervisor. The position of Educational Leader and Nominated Supervisor 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 these duties. | Each service/centre will provide one hour per week to be allocated to employees who agree to be appointed to the position/s of Educational Leader and/or Nominated Supervisor. - Clause 45.1 of the VEEA (2020) | Each service/centre will provide one hour per week to be allocated to employees who agree to be appointed to the position/s of Educational Leader and/or Nominated Supervisor. - Clause 45.1 of the VECTEA (2020) | Not included in this Agreement. | An employee appointed as the Educational Leader will be entitled to a minimum of two hours non-contact time per week. - Clause 21.5(b) of the Award. | Where the service is open for at least 48 weeks of the year: An employee who is responsible for programming and planning for a group of children is entitled to two hours each week in which they are not required to teach or supervise children or perform other duties directed by the employer for the purpose of planning, preparing, researching and programming activities. - Clause A.3.2. |
| Meal Breaks | Clause updated to clarify what happens when employees are required to work in their break. | Unpaid meal break Employees are entitled to an unpaid meal break from teaching or contact with children: <ul style="list-style-type: none"> commencing no later than 5.5 hours from commencement of rostered work; and | Unpaid meal break Employees are entitled to an unpaid meal break from teaching or contact with children: <ul style="list-style-type: none"> commencing no later than 5.5 hours from commencement of rostered work; and | Unpaid meal break Employees are entitled to an unpaid meal break from teaching or contact with children: <ul style="list-style-type: none"> commencing no later than 5.5 hours from commencement of rostered work; and of not less than thirty consecutive (30) | Unpaid meal break An employee will not be required to work in excess of five hours without an unpaid meal break of not less than 30 minutes and not more than one hour. Provided that employees who are engaged for not more than six hours | Unpaid meal break An employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to an employee who is engaged or rostered to work for more than 5 hours on a day. Such meal break will start no later than 5 hours |



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| Meal Breaks (continued) | | <ul style="list-style-type: none"> of not less than thirty consecutive (30) minutes duration; and where required by the Regulations or the employer to remain on the premises such break will be paid and allocated as non-teaching/non-contact time. <p>An employee and employer can agree to delay the meal break to six (6) hours from the commencement of rostered work.</p> <p>- Clauses 33.1 and 33.4 of the VEEA (2021)</p> | <ul style="list-style-type: none"> of not less than thirty consecutive (30) minutes duration; and where required by the Regulations or the employer to remain on the premises such break will be paid and allocated as non-teaching/non-contact time. <p>An employee and employer can agree to delay the meal break to six (6) hours from the commencement of rostered work.</p> <p>- Clauses 33.1 and 33.4 of the VECTEA (2020)</p> | <p>minutes duration; and</p> <ul style="list-style-type: none"> where required by the Regulations or the employer to remain on the premises such break will be paid and allocated as non-teaching/non-contact time <p>An employee and employer can agree to delay the meal break to six (6) hours from the commencement of rostered work.</p> <p>- Clauses 34.1 and 34.4 of the VECTEA (2016)</p> | <p>continuously per shift may elect to forego a meal break.</p> <p>- Clause 22.1 of the Award.</p> | <p>after the employee commenced work.</p> <p>Paid meal break If a teacher employed in an early childhood service is required to remain on the premises during the meal break they will be entitled to a paid meal break of between 20 and 30 minutes no later than 5 hours after commencing work.</p> <p>- Clauses 16.1 and 16.2 of the Award.</p> |
| Additional Hours - Part Time Employees | No change to this Agreement. | <p>An employee may agree to work in excess of their agreed (contracted) hours for a specified period of time. In such cases, an employee's total number of hours (ordinary hours of work and the additional hours) shall not exceed 38 hours in any one week.</p> <p>The employee will be paid for actual additional hours at their</p> | <p>An employee may agree to work in excess of their agreed (contracted) hours for a specified period of time. In such cases, an employee's total number of hours (ordinary hours of work and the additional hours) shall not exceed 38 hours in any one week.</p> <p>The employee will be paid for actual additional hours</p> | <p>An employee may agree to work in excess of their agreed (contracted) hours for a specified period of time. In such cases, an employee's total number of hours (ordinary hours of work and the additional hours) shall not exceed 38 hours in any one week.</p> <p>The employee will be paid for actual additional hours</p> | <p>A part-time employee who agrees to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service.</p> <p>No part-time employee may work in excess of eight</p> | <p>Not provided for services that operate for fewer than 48 weeks per year.</p> |



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| Additional Hours - Part Time Employees (Continued) | | standard rate plus a loading of 25% in lieu of paid leave entitlements for the additional hours. - Clause 15.4 of the VEEA (2021). | at their standard rate plus a loading of 25% in lieu of paid leave entitlements for the additional hours. - Clause 15.4 of the VECTEA (2020). | at their standard rate plus a loading of 25% in lieu of paid leave entitlements for the additional hours. - Clause 17.3 of the VECTEA (2016). | hours in any day without the payment of overtime. - Clause 10.4 of the Award. | |
| Out of Hours Work by Direction | <ul style="list-style-type: none"> New clause clarifying arrangements where an employee is required to attend work outside their normal rostered hours for events or meetings. The Employer is required to provide 14 working days' notice. Clause is amended in the VEEA from the VECTEA to improve clarity of interaction between the clauses in the Agreement. | <p>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 for such additional hours as specified below:</p> <ul style="list-style-type: none"> Full-time teachers will be paid at their ordinary time rate. Full-time educators will be paid at overtime rates. Part-time teachers will be paid at the rate at clause 15.4(f), unless clause 15.4() is agreed. Part-time educators will be paid the rate at clause 15.4(f), except where the overtime provision of clause 61 may apply. <p>- Clause 25.1 of the VEEA (2021).</p> | <p>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.</p> <p>- Clause 25. 1 of the VECTEA (2020).</p> | Not provided for in this Agreements. | Overtime provisions per clause 23.2 of the Award apply. | Not provided for services that operate for fewer than 48 weeks per year. |



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| Managing Underperformance Clause | 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. | <p>See clauses 12.1 to 12.9 of the VEEA (2021).</p> <ul style="list-style-type: none"> The purpose of this clause is to support employees with unsatisfactory work performance to improve their performance. The process of managing unsatisfactory work performance will be consistent with the principles of procedural and substantive fairness. This clause shall be subject to the dispute resolution provisions of this Agreement. | <p>See clauses 12.1 to 12.9 of the VECTEA (2020).</p> <ul style="list-style-type: none"> The purpose of this clause is to support employees with unsatisfactory work performance to improve their performance. The process of managing unsatisfactory work performance will be consistent with the principles of procedural and substantive fairness. This clause shall be subject to the dispute resolution provisions of this Agreement. | Not included in the current Agreement. | Not applicable in this Award. | Not applicable in this Award. |
| Probationary Period | Updated Probation period (clause 16) enabling the employer to extend the probation period up to 6 months where genuine conduct or performance issues are discussed with the employee. | A probation period of 12 weeks (3 months) of term time shall apply to all employees which can be extended by the employer to a maximum of 6 months where genuine conduct or performance issues are discussed with the employee - Clause 16.1 of the VECTEA (2020). | A probation period of 12 weeks (3 months) of term time shall apply to all employees which can be extended by the employer to a maximum of 6 months where genuine conduct or performance issues are discussed with the | A probation period of 12 weeks (3 months) of term time shall apply to all employees. - Clause 18.1 of the VECTEA (2016) | Not applicable in the Awards. | Not applicable in the Awards. |



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| | | | employee - Clause 16.1 of the VECTEA (2020). | | | |
| Redundancy Pay - Small Employer (Less Than 15 Employees) | No change to this Agreement. | Agreement-specific redundancy pay for small employers applies. - Clause 18.6 of the VEEA (2021) - Your proposed Agreement - Clause 18.6 of the VECTEA (2020) - Clause 20.5 of the VECTEA (2016). | | | No industry specific award redundancy payments. Redundancy pay is not applicable for employees of a small employer. FAIR WORK ACT 2009 - Section 121 | |
| | | Period of continuous service | Redundancy Pay | | | |
| | | Less than 1 year | Nil | | | |
| | | 1 year and less than 2 years | 4 weeks | | | |
| | | 2 years and less than 3 years | 6 weeks | | | |
| | | 3 years and less than 4 years | 7 weeks | | | |
| 4 years and over | 8 weeks | | | | | |
| Redundancy Pay - Employer With 15 or More Employees. | No change to this Agreement. | Agreement redundancy pay is equal to the National Employment Standards (Section 119 of the Act). <i>As referenced in:</i> - Clause 18.5 of the VEEA (2021) - Clause 18.5 of the VECTEA (2020) - Clause 20.4 of the VECTEA (2016) | | | National Employment Standards (Section 119 of the Fair Work Act 2009). <i>As referenced in:</i> - Clause 12 of the Children's Services Award 2010. - Clause 33 of the Educational Services (Teachers) Award 2020. | |
| | | Period of continuous service | Redundancy pay | | | |
| | | At least one year but less than 2 years | 4 weeks | | | |
| | | At least 2 years but less than 3 years | 6 weeks | | | |
| | | At least 3 years but less than 4 years | 7 weeks | | | |
| | | At least 4 years but less than 5 years | 8 weeks | | | |
| | | At least 5 years but less than 6 years | 10 weeks | | | |
| | | At least 6 years but less than 7 years | 12 weeks | | | |



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| | | <table border="1"> <tr><td>At least 5 years but less than 6 years</td><td>10 weeks</td></tr> <tr><td>At least 6 years but less than 7 years</td><td>11 weeks</td></tr> <tr><td>At least 7 years but less than 8 years</td><td>13 weeks</td></tr> <tr><td>At least 8 years but less than 9 years</td><td>14 weeks</td></tr> <tr><td>At least 9 years but less than 10 years</td><td>16 weeks</td></tr> <tr><td>At least 10 years</td><td>12 weeks</td></tr> </table> | At least 5 years but less than 6 years | 10 weeks | At least 6 years but less than 7 years | 11 weeks | At least 7 years but less than 8 years | 13 weeks | At least 8 years but less than 9 years | 14 weeks | At least 9 years but less than 10 years | 16 weeks | At least 10 years | 12 weeks | | | <table border="1"> <tr><td>At least 6 years but less than 7 years</td><td>11 weeks</td></tr> <tr><td>At least 7 years but less than 8 years</td><td>13 weeks</td></tr> <tr><td>At least 8 years but less than 9 years</td><td>14 weeks</td></tr> <tr><td>At least 9 years but less than 10 years</td><td>16 weeks</td></tr> <tr><td>At least 10 years</td><td>12 weeks</td></tr> </table> | At least 6 years but less than 7 years | 11 weeks | At least 7 years but less than 8 years | 13 weeks | At least 8 years but less than 9 years | 14 weeks | At least 9 years but less than 10 years | 16 weeks | At least 10 years | 12 weeks |
| At least 5 years but less than 6 years | 10 weeks | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At least 6 years but less than 7 years | 11 weeks | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At least 7 years but less than 8 years | 13 weeks | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At least 8 years but less than 9 years | 14 weeks | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At least 9 years but less than 10 years | 16 weeks | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At least 10 years | 12 weeks | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| At least 9 years but less than 10 years | 16 weeks | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At least 10 years | 12 weeks | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Termination Notice by the Employer Early Childhood Teachers (Other Than Casual and Probationary Employees) | No change to this Agreement. | 4 working weeks' notice (inclusive of the notice required under the NES) or such period as agreed between the parties. If the employee is over 45 years of age and has completed at least 2 years of service the period will be increased by 1 week. - Clause 17.1 of the VEEA (2021) | 4 working weeks' notice (inclusive of the notice required under the NES) or such period as agreed between the parties. If the employee is over 45 years of age and has completed at least 2 years of service the period will be increased by 1 week. - Clause 17.1 of the VECTEA (2020) | 4 working weeks' notice (inclusive of the notice required under the NES) or such period as agreed between the parties. If the employee is over 45 years of age and has completed at least 2 years of service the period will be increased by 1 week. - Clause 19.1 of the VECTEA (2016). | Not applicable. | The employment of an employee will not be terminated without 4 preschool term weeks or the payment of 4 weeks' salary instead of notice. If the employee is over 45 years of age and has completed at least 2 years of service, the NES notice period will apply. - Clause 32.2 of the Award. | | | | | | | | | | | | | | | | | | | | | |
| Termination Notice by the Employer Educators and Activity Group Leaders Termination Notice by the Employer | No change to this Agreement. | Agreement notice periods for Educators <i>As referenced in:</i> - Clause 17.1 of the VEEA (2021) - Clause 17.1 of the VECTEA (2020). - Clause 19.1 of the VECTEA (2016). | | | National Employment Standards (Section 117 of the Fair Work Act 2009) applies to all Award-covered Educators. <i>As referenced in:</i> - Clause 11 of the Children's Services Award. | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1"> <thead> <tr> <th>Employee's period of continuous service with your employer</th> <th>Period of notice</th> </tr> </thead> <tbody> <tr> <td>Not more than 1 year</td> <td>1 week</td> </tr> <tr> <td>More than 1 year but not more than 3 years</td> <td>2 weeks</td> </tr> </tbody> </table> | Employee's period of continuous service with your employer | Period of notice | Not more than 1 year | 1 week | More than 1 year but not more than 3 years | 2 weeks | | | <table border="1"> <thead> <tr> <th>Period of continuous service</th> <th>Notice required</th> </tr> </thead> <tbody> <tr> <td>Not more than 1 year</td> <td>1 week</td> </tr> </tbody> </table> | Period of continuous service | Notice required | Not more than 1 year | 1 week | | | | | | | | | | | | |
| Employee's period of continuous service with your employer | Period of notice | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Not more than 1 year | 1 week | | | | | | | | | | | | | | | | | | | | | | | | | | |
| More than 1 year but not more than 3 years | 2 weeks | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Period of continuous service | Notice required | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Not more than 1 year | 1 week | | | | | | | | | | | | | | | | | | | | | | | | | | |



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| Educators and Activity Group Leaders (Other Than Casual and Probationary Employees) | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">More than 3 years but not more than 5 years</td> <td style="width: 50%;">3 weeks</td> </tr> <tr> <td>More than 5 years</td> <td>4 weeks</td> </tr> <tr> <td colspan="2">Increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer.</td> </tr> </table> | | More than 3 years but not more than 5 years | 3 weeks | More than 5 years | 4 weeks | Increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer. | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">More than 1 year but not more than 3 years</td> <td style="width: 50%;">2 weeks</td> </tr> <tr> <td>More than 3 years but not more than 5 years</td> <td>3 weeks</td> </tr> <tr> <td>More than 5 years</td> <td>4 weeks</td> </tr> <tr> <td colspan="2">An additional 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer.</td> </tr> </table> | | More than 1 year but not more than 3 years | 2 weeks | More than 3 years but not more than 5 years | 3 weeks | More than 5 years | 4 weeks | An additional 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer. | | | | | | | |
| More than 3 years but not more than 5 years | 3 weeks | | | | | | | | | | | | | | | | | | | | | | | | | |
| More than 5 years | 4 weeks | | | | | | | | | | | | | | | | | | | | | | | | | |
| Increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer. | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| More than 5 years | 4 weeks | | | | | | | | | | | | | | | | | | | | | | | | | |
| An additional 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Employee Resignation Notice | No change to this Agreement. | <i>The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. As referenced in: clause 17.2 of the VEEA (2021), clause 17.2 of the VECTEA (2020), and clause 19.2 of the VECTEA (2016).</i> | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">Children's Services Award 2010</th> </tr> <tr> <th colspan="2" style="text-align: left;">Clause 11.1 Notice of termination by an employee</th> </tr> <tr> <th style="width: 50%; text-align: left;">Employee's period of continuous service with your employer</th> <th style="width: 50%; text-align: left;">Period of notice</th> </tr> <tr> <td>Not more than 1 year</td> <td>1 week</td> </tr> <tr> <td>More than 1 year but not more than 3 years</td> <td>2 weeks</td> </tr> <tr> <td>More than 3 years but not more than 5 years</td> <td>3 weeks</td> </tr> <tr> <td>More than 5 years</td> <td>4 weeks</td> </tr> <tr> <td colspan="2">Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.</td> </tr> <tr> <th colspan="2" style="text-align: left;">Educational Services (Teachers) Award 2020</th> </tr> <tr> <th colspan="2" style="text-align: left;">Clause 32.3(a) Notice of termination by an employee</th> </tr> </table> | | Children's Services Award 2010 | | Clause 11.1 Notice of termination by an employee | | Employee's period of continuous service with your employer | Period of notice | Not more than 1 year | 1 week | More than 1 year but not more than 3 years | 2 weeks | More than 3 years but not more than 5 years | 3 weeks | More than 5 years | 4 weeks | Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee. | | Educational Services (Teachers) Award 2020 | | Clause 32.3(a) Notice of termination by an employee | |
| Children's Services Award 2010 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Clause 11.1 Notice of termination by an employee | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Employee's period of continuous service with your employer | Period of notice | | | | | | | | | | | | | | | | | | | | | | | | | |
| Not more than 1 year | 1 week | | | | | | | | | | | | | | | | | | | | | | | | | |
| More than 1 year but not more than 3 years | 2 weeks | | | | | | | | | | | | | | | | | | | | | | | | | |
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| More than 5 years | 4 weeks | | | | | | | | | | | | | | | | | | | | | | | | | |
| Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Educational Services (Teachers) Award 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | | | The notice of termination required to be given by an employee is the same as that required of the employee's employer. | |
| Payment of Wages | No change to this Agreement. | <p>Employees shall be paid weekly or fortnightly.</p> <p>An employee may request the pre-payment of salary for any period of term break and where so requested the payment shall be made no later than the last day of the term.</p> <p>- Clauses 26.1 and 26.2 of the VEEA (2020).</p> | <p>Employees shall be paid weekly or fortnightly.</p> <p>An employee may request the pre-payment of salary for any period of term break and where so requested the payment shall be made no later than the last day of the term.</p> <p>- Clauses 26.1 and 26.2 of the VECTEA (2020).</p> | <p>Employees shall be paid weekly or fortnightly.</p> <p>An employee may request the pre-payment of salary for any period of term break and where so requested the payment shall be made no later than the last day of the term.</p> <p>- Clauses 27.1 and 27.2 of the VECTEA (2016)</p> | <p>Wages may be paid weekly, fortnightly or monthly by agreement between the employer and employee.</p> <p>-Clause 19.2 of the Award.</p> | <p>Wages are to be paid:</p> <ul style="list-style-type: none"> once each fortnight with the payment (Early Childhood Teachers only). once every 4 weeks at the end of the first fortnight - 2 weeks in arrears and 2 weeks in advance once every month with the payment being made as nearly as possible on the middle of each month which includes one half month in arrears and one-half month in advance. <p>- Clause 18.1 of the Award.</p> |
| Direction to Attend an Alternate Work Location | No change to this Agreement. | An employer may direct an employee to attend another early education service to meet a short term need for a period of up to five consecutive working days. | An employer may direct an employee to attend another early education service to meet a short term need for a period of | An employer may direct an employee to attend another early education service to meet a short-term need for a period of | An employee may be transferred from one location to another within their rostered hours at the direction of the employer. | Not provided for in this Award. |



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| | | - Clause 23.1 of the VEEA (2021). | up to five consecutive working days. - Clause 23.1 of the VECTEA (2020). | up to five consecutive working days. - Clause 25.1 of the VECTEA (2016). | An employee transferring from one location to another during a shift will be paid for the time taken to travel from one location to the other - Clause 21.7 of the Award. | |
| Vehicle Allowance | Alignment of vehicle allowance (80 cents) to the amount in the <i>Children's Services Award 2010</i> and the <i>Educational Services (Teachers) Award 2020</i> . | An employee who is authorised by the employer to use their motor vehicle in the course of their duties will be reimbursed for such travel at 80 cents per kilometre. - Clause 27.2 of the VEEA (2021). | An employee who is authorised by the employer to use their motor vehicle in the course of their duties will be reimbursed for such travel at 80 cents per kilometre. - Clause 27.2 of the VECTEA (2020). | 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, for a maximum payment up to 400 km per week. NB: This rate is slightly higher than the ATO rate due to the July 2020 adjustment of the <i>Educational Services (Teachers) Award 2020</i> . - Clause 28.1 of the VECTEA (2016) | Where an employer requests an employee to use their own motor vehicle in the performance of their duties the employee will be paid an allowance of \$0.80 per kilometre in the case of a motor car. - Clause 15.7 of the Award. | An employee who is required by the employer to use his/her own motor vehicle in the course of his/her duties shall be paid an allowance of \$0.80 per kilometre up to a maximum of 400 kilometres per week. - Clause 19.4 of the Award. |
| Clothing and Equipment Allowance (Protective Clothing) | Increase in allowance from \$1.90 to \$1.93 per day or part day thereof in lieu of receiving such suitable protective clothing or | An employee shall be paid an allowance of \$1.93 per day or part day thereof in lieu of receiving such suitable protective clothing or uniform as required by the employer. | An employee shall be paid an allowance of \$1.93 per day or part day thereof in lieu of receiving such suitable protective clothing | Employees shall be paid an allowance of \$1.90 per day or part day thereof or provided with suitable protective clothing or a uniform in lieu thereof. | Where an employee is required to launder any clothing referred to in clause 15.2(a) the employee will be paid an allowance of \$9.49 per | Not provided for in the Award. |



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| | uniform as required by the employer. | Employees shall, where it is reasonable to do so by the employer, be provided with suitable protective clothing or a uniform to perform their duties. - Clause 27.3 of the VEEA (2021). | or uniform as required by the employer. Employees shall, where it is reasonable to do so by the employer, be provided with suitable protective clothing or a uniform to perform their duties. - Clause 27.3 of the VECTEA (2020). | - Clause 28.2 of the VECTEA (2016). | week or \$1.90 per day , or where the uniform does not require ironing, \$5.98 per week or \$1.20 per day. -Clause 15.2 of the Award. | |
| Meal Allowance | Alignment of meal allowance (\$12.83) to the amount in the <i>Children's Services Award 2010</i> . *Allowance increased to \$12.83 on 1 July 2021 under the Fair Work Commission's Annual Wage Review. | Where an employer requires an employee to undertake work in excess of 9 hours in any one day during Monday to Friday or more than four hours on a Saturday the employer will provide a meal allowance of \$12.83 or a meal to the employee. - Clause 27.5 of the VEEA (2021). | Where an employer requires an employee to undertake work in excess of 9 hours in any one day during Monday to Friday or more than four hours on a Saturday the employer will provide a meal allowance of \$12.83* or a meal to the employee. - Clause 27.5 of the VECTEA (2020). | Where an employer requires an employee to under-take 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 \$12.63 or a meal to the employee. - Clause 28.4. | An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will either be supplied with a meal by the employer or paid an allowance of \$12.63. - Clause 15.5 of the Award. | Not provided for in this Award. |
| Face-to-Face Teaching and Non-Teaching Time - Full Time and Part Time Teachers | <ul style="list-style-type: none"> Clarity that full-time, part-time and fixed-term teachers receive 30 minutes of non-teaching time for each hour. Non-teaching time has not increased | Full-time and part-time teachers shall receive 30 minutes of non-teaching time for every hour or part thereof of teaching duties. | Full-time and part-time teachers shall receive 30 minutes of non-teaching time for every hour or part thereof of teaching duties. | Full-time teachers will undertake face-to-face teaching duties up to a maximum of 25.5 hours per week and non-teaching duties of a minimum of 12.5 hours | Not applicable | The ordinary hours of work for an employee during term weeks are variable. In return, an employee is not generally required to attend for periods of time when the |



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| Face-to-Face Teaching and Non-Teaching Time - Full Time and Part Time Teachers | <p>and remains 12.5 hours per week</p> <ul style="list-style-type: none"> Clause 54.6(d) inserted to require consultation when rostering teachers in team-teaching arrangements. | <p>Full-time teachers will undertake face-to-face teaching duties up to a maximum of 25.5 hours per week and non-teaching duties of a minimum of 12.5 hours per week (pro rata for part-time teacher).</p> <p>Temporary teachers will undertake face-to-face teaching duties and non-teaching duties on the same basis as full-time and part-time teachers.</p> <p>- Clause 54.5 of the VEEA (2021).</p> | <p>Full-time teachers will undertake face-to-face teaching duties up to a maximum of 25.5 hours per week and non-teaching duties of a minimum of 12.5 hours per week (pro rata for part-time teacher).</p> <p>Temporary teachers will undertake face-to-face teaching duties and non-teaching duties on the same basis as full-time and part-time teachers.</p> <p>- Clause 54.5 of the VECTEA (2020).</p> | <p>per week (pro rata for part-time teacher).</p> <p>- Clause 47.6 of the VECTEA (2016).</p> | | <p>students are not present, subject to the needs of the employer with regard to professional development, student free days and other activities requiring the employee's attendance.</p> <p>The maximum number of days that the employee will be required to attend during term weeks and non-term weeks is 205 in each school year.</p> <p>-Clauses 15.4 and 15.5 of the Award.</p> |
| Face-to-Face Teaching and Non-Teaching Time Casual Teachers | <p>No change to this Agreement.</p> | <p>Casual teachers will undertake non-teaching time on the following basis:</p> <ol style="list-style-type: none"> A minimum of 20% of their contracted hours for the first five consecutive working days of each engagement; No less than a minimum of 12.5 hours per 38 hour working week where the engagement exceeds five consecutive working days. | <p>Casual teachers will undertake non-teaching time on the following basis:</p> <ol style="list-style-type: none"> A minimum of 20% of their contracted hours for the first five consecutive working days of each engagement; No less than a minimum of 12.5 hours per 38 hour working week where | <p>Casual teachers will undertake non-teaching time on the following basis:</p> <ol style="list-style-type: none"> A minimum of 20% of their contracted hours for the first five consecutive working days of each engagement; No less than a minimum of 12.5 hours per 38 hour working week where | <p>Not applicable</p> | <p>Teachers employed in early childhood services operating for at least 48 weeks per year:</p> <p>An employee responsible for programming and planning for a group of children will be entitled to at least 2 hours' non-contact time per week for the purpose of planning, preparing, evaluating and programming activities.</p> |



Understanding the Victorian Early Education Agreement 2021 (VEEA) - Comparison Tool

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| Note: These are the same changes from the VECTEA 2016 to the VECTEA 2020. | | VEEA 2021 | VECTEA 2020 | VECTEA 2016 | Children's Services Award 2010 [MA000120] | Educational Services (Teachers) Award 2020 [MA000077] |
| | | - Clause 54.6 of the VEEA (2021). | the engagement exceeds five consecutive working days. - Clause 54.6 of the VECTEA (2020). | the engagement exceeds five consecutive working days. - Clause 47.7(d) of the VECTEA (2016). | | - Clause A.3.2 of the Award. |
| Duties Outside of Normal Working Hours. Preschool Field Officer, Advisor or Advisor in Charge | No change to 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, there shall be added to their annual leave an equivalent period in lieu of such additional time worked. - Clause 56 of the VEEA (2021). | Where a Preschool field officer, Advisor or Advisor in Charge is authorised by the employer to perform duties outside their normal working hours, there shall be added to their annual leave an equivalent period in lieu of such additional time worked. - Clause 56 of the VECTEA (2020). | 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 49 of the VECTEA (2016). | Not applicable. | Advisors and Preschool Field Officers who work in a service for more than 48 weeks per year only: A teacher employed in an early childhood service will be paid for authorised work performed outside of or in excess of the ordinary hours at the rate of time and a half for the first three hours and double time thereafter. Part-time employees who agree to work in excess of their normal hours will be paid at ordinary time for up to 8 hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service - Clause A.4.1 of the Award. |



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| Graduate Teacher Mentoring | <ul style="list-style-type: none"> Introduction of new graduate teacher mentoring clause providing four days' paid leave for graduate registered teachers. Four days' paid leave for teacher mentors to support graduate teachers to achieve full teacher registration and support mentoring activities. This clause is particularly relevant for young and/or female workers, but may be relevant to employees of all ages and gender. Any queries may be directed to ELAA or the AEU. | <p>A Teacher with provisional teacher registration with the Victorian Institute of Teaching will be entitled to up to four days paid leave for the purposes of moving to full teacher registration.</p> <p>A Teacher mentoring a provisionally registered Teacher moving to full registration with the Victorian Institute of Teaching will be entitled to up to four days paid leave for the purposes of mentoring.</p> <p>- Clause 52 of the VEEA (2021).</p> | <p>A Teacher with provisional teacher registration with the Victorian Institute of Teaching will be entitled to up to four days paid leave for the purposes of moving to full teacher registration.</p> <p>A Teacher mentoring a provisionally registered Teacher moving to full registration with the Victorian Institute of Teaching will be entitled to up to four days paid leave for the purposes of mentoring.</p> <p>- Clause 52 of the VECTEA (2020).</p> | No provided for in the current Agreement. | Not applicable. | <p>When the employee appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position it is included when calculating the 205 employee attendance days.</p> <p>- Clause 15.6 of the Award.</p> |
| Examination Leave | <ul style="list-style-type: none"> No change to this Agreement. This clause is particularly relevant for young and/or female workers, but may be relevant to employees of all ages and gender. | Employees attending examinations appropriate to their profession will be granted leave of absence, with pay, for the time required for this purpose. Where an employee is to attend an afternoon examination, leave will be | Employees attending examinations appropriate to their profession will be granted leave of absence, with pay, for the time required for this purpose. Where an employee is to attend an afternoon examination, leave will be | Employees attending examinations appropriate to their profession will be granted leave of absence, with pay, for the time required for this purpose. Where an employee is to attend an afternoon examination, leave will be | Not provided for in the Award. | Not provided for in the Award. |



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| | | <p>granted for the whole of the day. Employees shall be granted leave of absence, with pay, for the conferring on them of degrees or diplomas relevant to their profession.</p> <p>- Clauses 55.1 and 55.2 of the VEEA (2021).</p> | <p>granted for the whole of the day. Employees shall be granted leave of absence, with pay, for the conferring on them of degrees or diplomas relevant to their profession.</p> <p>- Clauses 55.1 and 55.2 of the VECTEA (2020).</p> | <p>granted for the whole of the day. Employees shall be granted leave of absence, with pay, for the conferring on them of degrees or diplomas relevant to their profession.</p> <p>- Clauses 48.1 and 48.2 of the VECTEA (2016).</p> | | |
| Saturday Work Rates (Early Childhood Teachers) | No change to this Agreement. | <p>Work regularly performed on a Saturday will be paid at the rate of time and one half with a minimum period of engagement of 3.25 hours and double time thereafter.</p> <p>- Clause 53 of the VEEA (2021).</p> | <p>Work ordinarily performed on a Saturday will be paid at the rate of time and one half with a minimum period of engagement of 3.25 hours and double time thereafter.</p> <p>- Clause 53 of the VECTEA (2020)</p> | <p>Work ordinarily performed on a Saturday will be paid at the rate of time and one half with a minimum period of engagement of 3.25 hours and double time thereafter.</p> <p>- Clause 46 of the VECTEA (2016).</p> | Not applicable. | Not provided for in the Award. |



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| Note: These are the same changes from the VECTEA 2016 to the VECTEA 2020. | | VEEA 2021 | VECTEA 2020 | VECTEA 2016 | Children's Services Award 2010 [MA000120] | Educational Services (Teachers) Award 2020 [MA000077] | | | | | | | | |
| Teacher in Charge Allowance | <p>No change in allowance for this Agreement. The Allowance remains 4% of for a teacher at classification level 1.1.</p> <p>Rates of pay for level 1.1 have been increased in Schedule 2.</p> | <p>Teacher in Charge Allowance</p> <p>A teacher in charge will receive an additional amount per week equivalent to 4% of the pay rate for a teacher at classification level 1.1.</p> <p>A teacher in charge is one who is required to have overall responsibility for a service comprising two or more units. - Clause 51 of the VEEA (2020).</p> | <p>Teacher in Charge Allowance</p> <p>A teacher in charge will receive an additional amount per week equivalent to 4% of the pay rate for a teacher at classification level 1.1.</p> <p>A teacher in charge is one who is required to have overall responsibility for a service comprising two or more units. - Clause 51 of the VECTEA (2020).</p> | <p>Teacher in Charge Allowance</p> <p>A teacher in charge will receive an additional amount per week equivalent to 4% of the pay rate for a teacher at classification level 1.1.</p> <p>A teacher in charge is one who is required to have overall responsibility for a service comprising two or more units. - Clause 44 of the VECTEA (2016).</p> | Not applicable. | <p>Director's Allowance:</p> <p>An early childhood/preschool teacher (ECT) who is appointed as director is entitled to an allowance based on the size of the service:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Size of service</th> <th>\$ per annum</th> </tr> </thead> <tbody> <tr> <td>Up to 39 places</td> <td>\$6028.30</td> </tr> <tr> <td>40 to 59 places</td> <td>\$7469.85</td> </tr> <tr> <td>60 or more places</td> <td>\$9068.66</td> </tr> </tbody> </table> <p>- Clause 19.2 of the Award.</p> | Size of service | \$ per annum | Up to 39 places | \$6028.30 | 40 to 59 places | \$7469.85 | 60 or more places | \$9068.66 |
| Size of service | \$ per annum | | | | | | | | | | | | | |
| Up to 39 places | \$6028.30 | | | | | | | | | | | | | |
| 40 to 59 places | \$7469.85 | | | | | | | | | | | | | |
| 60 or more places | \$9068.66 | | | | | | | | | | | | | |
| Ordinary Hours of Work for Educators | No change to this Agreement. | <p>The ordinary hours of work will be 38 hours per week worked on any day from Monday to Friday between 7.00 am and 6.00 pm.</p> <p>- Clause 60 of the VEEA (2021).</p> | <p>The ordinary hours of work will be 38 hours per week worked on any day from Monday to Friday between 7.00 am and 6.00 pm.</p> <p>- Clause 60 of the VECTEA (2020).</p> | <p>The ordinary hours of work will be 38 hours per week worked on any day from Monday to Friday between 7.00 am and 6.00 pm.</p> <p>- Clause 53 of the VECTEA (2020).</p> | Ordinary hours will be worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, between Monday and Friday, 6.00 am - 6.30 pm. | Not applicable. | | | | | | | | |



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| Ordinary Hours of Work for Educators (Continued) | | | | | Subject to an Individual flexibility arrangement, by agreement between an employer and an employee, an employee may be rostered to work up to a maximum of 10 hours in any one day - Clause 21.1 of the Award | | | | | | | | | | | |
| Overtime Rates for Educators | No change to this Agreement for Cert III and Diploma Educators, Additional Assistants and Activity Group Leaders. | <p>An employee (not including teachers) will be paid overtime for all authorised work performed outside the ordinary spread of hours or in excess of 38 hours per week. Overtime is calculated daily.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Time worked</th> <th>Overtime rate</th> </tr> </thead> <tbody> <tr> <td>Monday–Friday</td> <td>Time and a half at the ordinary time rate of pay for the first 2 hours and double time of the ordinary time rate of pay after that.</td> </tr> <tr> <td>Saturday</td> <td>Time and a half at the ordinary time rate of pay for the first 2 hours and double time at the ordinary time rate of pay after that.</td> </tr> <tr> <td>Sunday</td> <td>Double time at the ordinary time rate of pay.</td> </tr> <tr> <td>Public holidays</td> <td>Double time at the ordinary time rate of pay.</td> </tr> </tbody> </table> <p>A minimum period of engagement on Saturdays and Sundays will be 3.25 hours.</p> <p>As referenced in clauses:</p> <ul style="list-style-type: none"> - Clause 61.1 of the VEEA (2021). - Clause 61.1 of the VECTEA (2020) - Clause 54.1 of the VECTEA (2016). | | Time worked | Overtime rate | Monday–Friday | Time and a half at the ordinary time rate of pay for the first 2 hours and double time of the ordinary time rate of pay after that. | Saturday | Time and a half at the ordinary time rate of pay for the first 2 hours and double time at the ordinary time rate of pay after that. | Sunday | Double time at the ordinary time rate of pay. | Public holidays | Double time at the ordinary time rate of pay. | | Full-time and part-time employees will be paid overtime at the rate of 150% of the hourly rate for the first 2 hour and 200% of the hourly rate after 2 hours. Casual employees will be paid overtime at the rate of 175% of the hourly rate for the first 2 hours and 225% of the hourly rate after 2 hours. In calculating overtime, each day's work will stand alone - Clause 23.2 of the Award. | Not applicable. |
| Time worked | Overtime rate | | | | | | | | | | | | | | | |
| Monday–Friday | Time and a half at the ordinary time rate of pay for the first 2 hours and double time of the ordinary time rate of pay after that. | | | | | | | | | | | | | | | |
| Saturday | Time and a half at the ordinary time rate of pay for the first 2 hours and double time at the ordinary time rate of pay after that. | | | | | | | | | | | | | | | |
| Sunday | Double time at the ordinary time rate of pay. | | | | | | | | | | | | | | | |
| Public holidays | Double time at the ordinary time rate of pay. | | | | | | | | | | | | | | | |



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| Time Off in Lieu Instead of Overtime (TOIL) for Educators | No change to this Agreement. | An employee and an employer may agree that an employee will be provided with time off in lieu instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary hours. Additional hours will accrue at a standard rate of one hour for each hour worked by the employee. - Clause 61.2. | An employee and an employer may agree that an employee will be provided with time off in lieu instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary hours. Additional hours will accrue at a standard rate of one hour for each hour worked by the employee. - Clause 61.2. | An employee and an employer may agree that an employee will be provided with time off in lieu instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary hours. Additional hours will accrue at a standard rate of one hour for each hour worked by the employee - Clause 54.2. | An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee. The period of time off that an employee is entitled to take is the same as the number of overtime hours worked - Clause 23.3 of the Award | Not applicable. |
| Non- Contact Time Educators | No change to this Agreement. | Non-contact time shall be allocated at a minimum of 15 minutes for each contact hour (weekly minimum allocation of one hour for each child attendance session). Non-contact time is not required for hours where an employee is engaged and performs duties as an additional educator, surplus to regulated staff ratios, or to cover other employees taking a break - Clause 63 of the VEEA (2021). | Non-contact time shall be allocated at a minimum of 15 minutes for each contact hour (weekly minimum allocation of one hour for each child attendance session). Non-contact time is not required for hours where an employee is engaged and performs duties as an additional educator, surplus to regulated staff ratios, or to cover other employees taking a break - Clause 63 of the VECTEA (2020). | Non-contact time shall be allocated at a minimum of 15 minutes for each contact hour (weekly minimum allocation of one hour for each child attendance session). Non-contact time is not required for hours where an employee is engaged and performs duties as an additional educator, surplus to regulated staff ratios, or to cover other employees taking a break - Clause 56 of the VECTEA (2016) | An employee responsible for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to a minimum of two hours non-contact time per week - Clause 21.5 of the Award. | Not applicable. |



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| Non- Contact Time Activity Group Leaders | No change to this Agreement. | Non-contact time shall be allocated at a minimum of 20 minutes for each contact hour - Clause 63.5 of the VEEA (2021). | Non-contact time shall be allocated at a minimum of 20 minutes for each contact hour - Clause 63.5 of the VECTEA (2020). | Non-contact time shall be allocated at a minimum of 20 minutes for each contact hour - Clause 56.5 of the VECTEA (2016). | An employee responsible for the preparation, implementation and/or evaluation of a developmental program will be entitled to a minimum of two hours non-contact time per week - Clause 21.5. | Not applicable. |
| Higher Duties for Educators | 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. | 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: <ul style="list-style-type: none"> 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. An Educator or Activity Group Leader who holds an approved teaching qualification may be requested by the employer to temporarily perform the duties | 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: <ul style="list-style-type: none"> 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. An Educator or Activity Group Leader who holds an approved teaching qualification may be | 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, Activity Group Leader. Where the employee performs such duties he/she will be paid the entry rate of pay applicable to the higher classification for the whole period during which the duties are performed - Clauses 57.1 and 57.2 of the VECTEA (2016). | An employee engaged in duties carrying a higher rate than their ordinary classification for two or more consecutive hours within any shift or day will be paid for the time so worked at the higher rate - Clause 18.1 of the Award. As above. | Not applicable. |



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| | | of a Teacher and will be paid at the Teacher rate. - Clause 64.1 of the VEEA (2021). | requested by the employer to temporarily perform the duties of a Teacher and will be paid at the Teacher rate - Clause 64.1 of the VECTEA (2020). | | | |
| First Aid Allowance (Educators Only) | No change to this Agreement. Allowance is \$1.10 per day. | An employee who holds a current recognised accredited first aid qualification approved by ACECQA appointed by the employer to be responsible for the provision of first aid to children within the employee's care will be paid an allowance of \$1.10 per day - Clause 65.1 of the VEEA (2021). | An employee who holds a current recognised accredited first aid qualification approved by ACECQA appointed by the employer to be responsible for the provision of first aid to children within the employee's care will be paid an allowance of \$1.10 per day - Clause 65.1 of the VECTEA (2020). | An employee who holds a current recognised accredited first aid qualification approved by ACECQA appointed by the employer to be responsible for the provision of first aid to children within the employee's care will be paid an allowance of \$1.10 per day - Clause 58.1 of the VECTEA (2020). | Where an employee classified below Level 3 is required by the employer to administer first aid to children within the employee's care and the employee holds a current recognised first aid qualification they will be paid an allowance of 1.13% of the standard rate per day - Clause 15.4 of the Award. | Not applicable. |
| Other Educator Allowances | No change to this Agreement. | Toilet Cleaning - An employee required to undertake toilet cleaning duties as part of their regular daily routine will be paid an allowance of \$1.54 per day - Clause 65.2 of the VEEA (2021). | Toilet Cleaning - An employee required to undertake toilet cleaning duties as part of their regular daily routine will be paid an allowance of \$1.54 per day - Clause 65.2 of the VECTEA (2020). | Toilet Cleaning - An employee required to undertake toilet cleaning duties as part of their regular daily routine will be paid an allowance of \$1.54 per day - Clause 58.2 of the VECTEA (2016). | Not provided in the Award. | Not applicable. |



Understanding the Victorian Early Education Agreement 2021 (VEEA) - Comparison Tool

Definitions:

Award means the Educational Services (Teachers) Award 2020 [MA000077] or the Children's Services Award 2010 [MA000120]

NES means National Employment Standards in the *Fair Work Act 2009 (Act)*.

Teacher means Early Childhood Teacher

Educator means Diploma Qualified Educators, Certificate III Educators or KIS Additional Assistants.

VEEA 2021 means Victorian Early Education Agreement 2021 (proposed agreement)

VECTEA 2020 means Victorian Early Childhood Teachers and Educators Agreement 2020 (comparison agreement).

VECTEA 2016 means Victorian Early Childhood Teachers and Educators Agreement 2016 (Current agreement).

When to Vote:

The vote for the VEEA 2021 will be held by online ballot.

- Commencing on **Monday, 22 November 2021 (00:01 AEDT)**.
- Closing on **Tuesday, 30 November 2021 (23:59 AEDT)**.

All employees covered by this proposed agreement will receive a link from CorpVote to their nominated email address at the commencement of the voting period.

CorpVote is an Australian-based, independent third-party electronic voting provider engaged by the Early Learning Association Australia (ELAA) to facilitate the online voting process securely. Once you receive your individual email from CorpVote, you will receive a unique voter access code which you can use to cast a ballot from CorpVote.

Contact Us:

Early Learning Association Australia (employers only):

E: membersolutions@elaa.org.au

Ph: (03) 9489 3500 (Press 2)

Australian Education Union (Employees)

Membership Support Centre (MSC)

Ph: 1800 238 842

MSC@aeuvic.asn.au

Material Referenced in this Agreement:

- [Educational Services \(Teachers\) Award 2020](#) - Fair Work Commission.
- [Children's Services Award 2010](#) - Fair Work Commission.
- [Fair Work Act 2009 \(Cth\)](#) - Federal Register of Legislation.
- [Long Service Leave Act \(Vic\) 2018](#) - Victorian Legislation - State Government of Victoria.
- [Superannuation Guarantee \(Administration\) Act 1992 \(Cth\)](#) - Federal Register of Legislation.
- [Superannuation Industry \(Supervision\) Act 1993 \(Cth\)](#) - Federal Register of Legislation.
- [Superannuation \(Resolution of Complaints\) Act 1993 \(Cth\)](#) - Federal Register of Legislation.
- [Workplace Injury Rehabilitation and Compensation Act 2013](#) - Victorian Legislation - State Government of Victoria.