



## October 2022

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

#### Activity Group Leaders (AGLs), Diploma Qualified Educators and Certificate III Educators 46/52 rates (10-week sessional kindergarten leave model)

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

**These rates are payable from the start of the first full pay period\* that started on or after 1 October 2022.**

Classification/ level	Annual salary****	Weekly rate**	Hourly rate***
<b>Certificate III qualified (or working towards) educator</b>			
Level 1.1	\$ 43,910	\$ 841.52	\$ 22.15
Level 1.2	\$ 45,382	\$ 869.72	\$ 22.89
Level 1.3	\$ 46,857	\$ 897.99	\$ 23.63
Level 1.4	\$ 47,678	\$ 913.73	\$ 24.05
Level 1.5	\$ 48,989	\$ 938.85	\$ 24.71
Level 1.6	\$ 51,005	\$ 977.47	\$ 25.72
<b>Diploma qualified educator</b>			
Level 2.1	\$ 51,721	\$ 991.19	\$ 26.08
Level 2.2	\$ 52,496	\$ 1,006.06	\$ 26.48
Level 2.3 (now available)	\$ 53,284	\$ 1,021.15	\$ 26.87
<b>Activity Group Leader (AGL)</b>			
Level 3.1 (AGL Level 1 VECTEA 2016)	\$ 54,083	\$ 1,036.47	\$ 27.28
Level 3.2 (AGL Level 2 VECTEA 2016)	\$ 54,894	\$ 1,052.02	\$ 27.68
Level 3.3 (AGL Level 3 VECTEA 2016)	\$ 55,718	\$ 1,067.80	\$ 28.10
<b>AGL enrolled in an ACECQA-approved tertiary teaching qualification and performing the duties of a 3-year-old teacher. The Department of Education and Training (DET) transitional arrangements from 1 January 2022.</b>			
Teacher Level 1.1 equivalent rate	\$ 65,463	\$ 1,254.56	\$ 33.01

\* The bargaining parties to the Agreement have confirmed this interpretation for clause 59.6 (Salaries - Educators)

\*\*The 46/52 weekly rate of pay for a full-time employee will be determined by multiplying the CSA weekly rate by 46 and then dividing by 52.

\*\*\*The 46/52 hourly rate of pay will be determined by dividing the 46/52 weekly rate of pay by 38.

\*\*\*\*The annual salary is rounded to the nearest one dollar. The annual salary is determined by multiplying the 46/52 weekly rate by 52.18.

## Definitions

**Early childhood educator** means an employee who is engaged as such to work under the general direction and supervision of an early childhood teacher, a diploma qualified early childhood educator or an Activity Group Leader in any program, and who is required to hold or be working towards a Certificate III in Early Childhood Education and Care as required by the Regulator, or has been granted a specific exemption.

Employees who are employed in a program that is operated in a long day care centre are excluded except where they are employed in conjunction with an early childhood teacher in the delivery of the funded kindergarten program.

**Diploma qualified early childhood educator** means an employee engaged as such who is required to hold a diploma qualification approved by the Regulator for the purposes of the National Law and published in accordance with Regulation 137(1) (b) of the *Education and Care Services National Regulations 2011*.

**Activity Group Leader (AGL)** means a suitably qualified employee appointed by the employer to be responsible for the planning and implementation of an early childhood program other than a funded preschool/kindergarten program. Employees who are employed in a program that is operated in a long day care centre are excluded.

**Additional Assistant** means an early childhood educator employed for the purposes of the Department of Education and Training's Kindergarten Inclusion Support (KIS) Program or its successor.

## Arrangement of hours

The total hours of employment for an early childhood educator, including a diploma qualified early childhood educator consists of:

- Contact time with children;

- Non-contact time - allocated at a minimum of 15 minutes for each contact hour with a weekly minimum allocation of one hour for each child attendance session (20 minutes for Activity Group Leaders) (clause 63.5).

An allocation of non-contact time is not required for hours where an employee is engaged and performs duties as an additional educator, surplus to regulated staff ratios, or to cover other employees taking a break (clause 63.2).

There are no minimum daily hours for ongoing educators and AGL.

## 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 as a fixed-term employee for a specific reason.

Full-time employees should not be rostered or contracted to work more than 38 hours per week. Instead, any additional hours 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.

Educators and AGL receive overtime pay for hours worked above 38 hours per week (clause 61.1).

### 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 work 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 ordinary hours or roster takes effect (contact ELAA for assistance).

Part-time employees who are required to work extra hours (additional hours), between 7:00 am and 6:00 pm Monday to Friday, in addition to their normal roster, are paid at their normal rate (46/52 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. The minimum engagement period for casual employees is two hours each day.

Part-time educators and AGL who accept internal relief work are paid at their ordinary rates of pay (46/52) with a 25 per cent additional hours loading (clause 15.4(f)). **NB:** part-time employees undertaking additional internal relief work are not casual employees.

Under the VECTEA 2020, casual employees cannot have a single engagement for longer than one kindergarten term (clause 15.6(f)). However, if your casual employee's engagement exceeds one term (i.e. for specific funding or as a leave replacement), refer to the fixed-term employment model (clause 15.5).

#### 52/52 certificate III qualified educator casual rate

Certificate educators' level	III	Casual hourly rate (incl. 25% loading). 1 October 2022
Level 1.1		\$ 31.29
Level 1.2		\$ 32.34
Level 1.3		\$ 33.39
Level 1.4		\$ 33.98
Level 1.5		\$ 34.91
Level 1.6		\$ 36.35

#### 52/52 diploma qualified educator casual rate

Diploma educators' level	Casual hourly rate (incl. 25% loading). 1 October 2022
Level 2.1	\$ 36.86
Level 2.2	\$ 37.41
Level 2.3	\$ 37.97

### Fixed-term employment (clause 15.5)

An employee may be engaged to work on a fixed-term contract (part-time or full-time) for a specified reason, which must include any of the following:

- 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 that is subject to specific funding for a specified period of time; **or**
- in a position that is vacant for a specified period of time as a result of an employee taking leave in accordance with this Agreement, the NES or other approved absences such as approved unpaid absence.

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 engaged on a fixed-term basis is required for each fixed-term employment period to be provided with a **letter of appointment** stating that the employee's appointment is fixed-term, the reason the employee is a 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 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. Out-of-hours meetings or events include but are not limited to:

- staff meetings outside of the employee's normal rostered hours (e.g. evening meetings outside of 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 out of hours work by direction

Employee type	Out of hours worked	Applicable rate
Part-time educator/AGL	Additional hours between 7am - 6pm	Part time additional hours Clause 15.4(f) Ordinary (base) rate plus 25%

Employee type	Out of hours worked	Applicable rate
	Monday to Friday	additional hours loading.
Part-time or Full-time educator /AGL	Additional hours before 7am or after 6pm Monday - Friday	Overtime applies (clause 61.1) Time and a half at the ordinary time rate of pay for the first 2 hours and double time thereafter
Part-time or Full-time educator /AGL	All Saturday hours by direction	Overtime applies (clause 61.1). Time and a half at the ordinary time rate of pay for the first 2 hours and double time at the ordinary time thereafter.
Part-time or Full-time educator /AGL	All Sunday hours by direction	Overtime applies (clause 61.1) Double time at the ordinary rate of pay.
Part-time or Full-time educator/AGL	Public holidays worked (all hours) by direction	Overtime applies (clause 61.1) Double time at the ordinary time rate of pay.
Full-time educator/AGL	Hours above 38 per week.	Overtime applies as above (clause 61.1).

### Higher duties (clause 64)

Higher duties are used for internal part-time employees (AGLs, diploma qualified educators and certificate III educators) who step up or do additional hours in a higher role.

An Educator who is engaged as a certificate III qualified educator and who holds an approved

diploma qualification may be requested by the employer to temporarily perform the duties of:

- A diploma educator and will be paid at level 2.1 of the educators (diploma qualified) rate.
- An Activity Group Leader and will be paid at level 3.1 of the AGL rate.

An educator or AGL who holds an approved teaching qualification may be requested by the employer to temporarily perform the duties of a teacher and will be paid at the teacher rate.

### DET transitional arrangements for funded 3-year-old kindergarten

From 1 January 2022, transitional arrangements for 3-year-old kindergarten, as funded by DET, may apply. Activity group leaders (AGL) employed to lead a funded three-year-old kindergarten program will be paid a **Level 1.1 teacher salary rate under VECTEA** (or equivalent) for the transitional year and following years of their study.

To opt-in to the transition arrangement for AGLs, please contact your lead DET Early Childhood Improvement Branch. **NB:** Services will need to have employed the AGL under that classification in either the VECTEA or equivalent prior to November 2020 and be delivering a funded three-year-old kindergarten program

## Allowances

### 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 on any one-day Monday to Friday or more than four hours on a

Saturday, the employer will provide a meal allowance of **\$13.13\*** or a meal to the employee.

\*Updated as of 1 July 2022 - Expense-related allowances update to the *Children's Services Award 2010* [MA000120].

### 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 **\$0.92\*** per kilometre (This rate as prescribed from time to time by the applicable Awards).

\*Updated as of 1 July 2022 - Expense-related allowances update to the *Children's Services Award 2010* [MA000120].

### Toilet cleaning (clause 65.2)

An allowance of **\$1.54** per day is paid where cleaning of toilets is included in the employee's regular daily routine.

### First aid (clause 65.1)

An Educator or AGL who holds a current recognised accredited first aid qualification approved by ACECQA and 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. **NB:** Early childhood teachers are not entitled to receive the first aid allowance.

## Overtime rates (educators and AGL only) - clause 61.1

An Educator will be paid overtime for all authorised work performed outside the ordinary spread of hours (Monday – Friday 7.00 am – 6.00 pm) or in excess of 38 hours per week as follows:

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

Saturday	Time and a half at the ordinary time rate of pay for the first 2 hours and double time at the ordinary time rate of pay after that.
Sunday	Double time at the ordinary time rate of pay.
Public holidays	Double time at the ordinary time rate of pay. A minimum period of engagement on Saturdays and Sundays will be 3.25 hours.

## Leave

### Annual and additional leave (clause 36)

Under the 10-week leave model, employees are entitled to annual leave to be taken during non-term weeks (term holidays). This 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.

The six weeks of additional leave are taken at each two-week term break between Terms 1 and 3. The four weeks of annual leave are taken during the Term 4 December-January break (with leave loading). Employees under the 10-week leave model are not required to attend work during term breaks.

Public holidays during non-term weeks are paid but not included as leave. Employees who have not worked for the full year are entitled to pro-rata leave and loading upon termination.

Cashing out of paid annual leave is not currently permitted under the VECTEA, as there are no specific cashing out terms as required under section 92 of the *Fair Work Act 2009* (Cth).

### 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 educators 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).

The educator's six weeks of additional leave is reduced by any leave purchased under clause 36.4.

An educator/ AGL 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
Educator paid 46/52 rates	Ordinary time rate (calculated on the 46/52 model of employment)	Ordinary time rate (calculated on the 52/52 model of employment)

### Personal/carers leave (clause 28.2)

Employees are entitled to 15 days (114 hours) of paid personal/carers 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/carers 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 of 16 weeks' paid parental leave paid at the employee's ordinary time.

The leave is payable on commencement of parental leave or in fortnightly instalments. Secondary caregivers (partner leave) receive four weeks paid leave upon the birth of a child.

### 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 National Employment Standards (NES).

### Other leave and provisions

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

- 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)

### Superannuation (clause 21)

**The Superannuation Guarantee (SG) rate has increased to 10.5% on 1 July 2022.** From 1 July 2022, employees can be eligible for the

Superannuation Guarantee, regardless of how much they earn, as the \$450 per month eligibility threshold has been removed. 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 (or a [stapled fund](#)).

Employees who have made a superannuation choice cannot alter that choice within 12 months of making a choice. If existing employees' contributions are being paid to a different compliant fund, then this can continue.

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### Salary Increment Progression (clause 59.9)

- Certificate III qualified educators commence at level 1.1 and proceed by annual increments up to level 1.6.
- Additional Assistants or employees without a certificate III qualification employed after the commencement of this Agreement, can only proceed up to level 1.2.
- Level 2.2 diploma qualified educators are now eligible to progress to a Level 2.3 as of 1 July 2022 (first full pay period) with 12 months of service.
- Activity Group Leaders commence at level 3.1 and proceed by annual increments up to level 3.3.

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