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# **Early Education Employees**

## **Agreement 2020**

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## PART A - DEFINITIONS

**"ACECQA"** means the Australian Children's Education and Care Quality Authority or its successor.

**"Activity Group Leader"** 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.

**"Agreement"** means the Early Education Employees Agreement 2020.

**"Child attendance session"** means timetabled child-group attendance periods.

**"Child-free day"** means a day on which an employee is ordinarily employed which includes rostered teaching/contact time or a combination of rostered teaching/contact and non-teaching/non-contact time.

**"Commission"** means the Fair Work Commission or its successor.

**"Continuous service"** means a period during which the employee is employed by the employer, and does not include any period (an excluded period) that does not count as service as prescribed in section 22 of the FW Act.

**"DET"** means the Department of Education and Training or its successor.

**"Diploma Qualified Early Childhood Educator"** means an employee engaged as such who is required to hold a diploma qualification approved by ACECQA 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. Employees who are employed in a program that is operated in a long day care centre are excluded.

**"Certificate III Educator"** means an employee, other than a teacher, who is engaged as such to work under the general direction and supervision of an Early Childhood Teacher and who is required to hold or be working towards a Certificate III in Children's Services as required by ACECQA, or has been granted 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 exclusively in conjunction with an early childhood teacher in the delivery of the kindergarten education program.

**"Early Childhood Teacher (Teacher)"** means an employee engaged as such who is required to hold a teaching qualification approved by ACECQA for the purposes of the National Law, and published in accordance with Regulation 137(1)(a) of the National Regulations and who has current registration with the Victorian Institute of Teaching.

**"Educational Leader"** means an employee designated by the employer under the provisions of Regulation 118 of the Education and Care Services National Regulations to lead the development and implementation of the education programs within the service in accordance with the requirements of the Regulations.

**"Employee"** means a person engaged in a classification set out in Schedule 4 of this Agreement.

**"Employer"** means an employer party or their successor to this agreement and specified in Schedule 1 or, by operation of the FW Act.

**"Engagement of a casual teacher"** means the duration for which a casual teacher is engaged to cover the absence of a teacher or to fill a short term need of the service. Any extension of the engagement to cover a continuation of the absence or short term need shall be treated as part of the same engagement. Any engagement to cover the absence of a different teacher or short term need at the service shall be treated as a new engagement.

**"Full rate of pay"** means that under the termination of employment provisions, the rate of pay payable to the employee, including incentive-based payments and bonuses; monetary allowances; overtime or penalty rates; and any other separately identifiable amounts.

**"FW Act"** means the Fair Work Act 2009 or its successor.

**"Immediate family"** means:

- a. a spouse, de facto partner, child, parent grandparent, grandchild or sibling of the employee; or
- b. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

**"Incremental anniversary date"** means the date on which 12 months service has been completed since the date of the employee's last increment.

**"National Law"** means the Education and Care Services National Law Act 2010 as amended from time to time.

**"National Regulations"** means the Education and Care Services National Regulations 2011 as amended from time to time.

**"NES"** means National Employment Standards at Part 2-2 of the FW Act.

**"Nominated Supervisor"** means a suitably qualified employee as defined in Part 1, 5.5 – Definitions in the Education and Care Services National Law Act 2010 as amended from time to time or its successor.

**"NQF"** means National Quality Framework.

**"Ordinary time rate"** means the hourly or weekly rate paid to the employee excluding overtime, penalty rates, allowances and bonuses.

**"Preschool Field Officer (PSFO)"** means a person who is required by the employer to hold a teaching qualification employed to support access and participation of children with additional needs in early childhood and/or intervention programs.

**"Qualifications"** mean early childhood qualifications approved by ACECQA.

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**"Redundancy"** means the employee's employment is terminated:

- (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the employer.

**"Teaching experience"** is defined in clause 53.1(b) of this Agreement.

**"Term time"** means the kindergarten term dates as determined by the Department of Education and Training.

**"Working week"** means a week that falls within term time as determined by the Department of Education and Training.

**"VIT"** means the Victorian Institute of Teaching.

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## **PART B - APPLICATION AND OPERATION OF AGREEMENT**

### **1 TITLE**

This Agreement shall be known as the Early Education Employees Agreement 2020.

### **2 COVERAGE OF THE AGREEMENT**

This Agreement covers:

- (a) employers listed in Schedule 1;
- (b) employers this agreement applies to, by operation of the FW Act, after the commencement date;
- (c) employees of employers referred to in paragraphs (a) and (b) above, who perform the work outlined in Schedule 4;
- (d) Australian Education Union; and
- (e) United Workers Union.

### **3 EMPLOYER REPRESENTATION**

The Municipal Association of Victoria shall have the right to represent employers with respect to any matter arising from this Agreement.

### **4 DATE AND PERIOD OF OPERATION**

- 4.1 This Agreement will commence to operate 7 days after the date it is approved by the Fair Work Commission.
- 4.2 The Agreement has a nominal expiry date of 30 September 2024.
- 4.3 The parties agree to commence negotiations for a new Agreement not later than nine months prior to the nominal expiry date of this Agreement.

### **5 NO FURTHER CLAIMS**

This Agreement is made in full settlement of all claims arising from the Unions log of claims dated December 2018 and the employers' claims made in response, with no further salary increases, if any, before 1 October 2024.



## **6 NEW EDUCATION PROGRAMS**

The parties to this Agreement anticipate that as a result of the Victorian Government's funding model for 15 hours of three-year-old kindergarten, that employees engaged in providing child care services by employers bound by this agreement may be appointed to positions covered by this agreement.

## **7 ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS**

The employer shall ensure that copies of this Agreement and the NES are available to all employees covered by this Agreement either on a notice-board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **8 NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT**

- 8.1** The NES and this Agreement contain minimum conditions of employment for employees covered by this Agreement.
- 8.2** Nothing in this Agreement is intended to contravene or exclude a term of the NES. If a term of this Agreement does contravene a term of the NES, the NES will apply to the extent of the contravention or exclusion.

## **9 INDUSTRIAL RELATIONS PRINCIPLES**

The parties commit to the following industrial relations principles:

- (a)** Cooperative and consultative relationships;
- (b)** Relationships based on mutual respect, trust and preparedness to consider alternative viewpoints;
- (c)** Negotiations involving a mutual problem-solving approach focusing on long term gains for all parties;
- (d)** Work within a progressive industrial relations culture to create a system of highly effective early childhood services with effective workplace practices; and
- (e)** Recognition of an appropriate role for workplace representatives.

## **10 CONSULTATION**

- 10.1** Consultation is not the perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker. Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals.

**10.2** This clause applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**10.3 Major change**

For a major change referred to in paragraph 10.2(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) sub-clauses 10.4 to 10.10 apply.

**10.4** The relevant employees may appoint a representative for the purposes of the procedures in this clause.

**10.5** If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

**10.6** As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

**10.7** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 10.8** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 10.9** If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 10.3(a), 10.4 and 10.6 are taken not to apply.
- 10.10** In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

- 10.11** For a change referred to in subclause 10.2(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses 10.12 to 10.17 apply.
- 10.12** The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 10.13** If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 10.14** As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion-provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.15** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.16** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 10.17** In this clause:
- relevant employees means the employees who may be affected by a change referred to in subclause 10.2.

## **11 DISPUTE AND GRIEVANCE RESOLUTION**

- 11.1** If a dispute or grievance relates to:
- (a) a matter arising under the agreement; or
  - (b) the National Employment Standards;
- this clause sets out procedures to settle the dispute or grievance.
- 11.2** An employee who is a party to the dispute or grievance may appoint a representative for the purposes of the procedures in this clause.
- 11.3** In the first instance, the parties to the dispute or grievance must try to resolve the dispute or grievance at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 11.4** If discussions at the workplace level do not resolve the dispute or grievance, a party to the dispute may refer the matter to Fair Work Commission.
- 11.5** The Fair Work Commission may deal with the dispute or grievance in 2 stages:
- (a) The Fair Work Commission will first attempt to resolve the dispute or grievance as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute or grievance at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute or grievance; and
    - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute or grievance, it may exercise any of the powers and procedures in Part 5-1 of the FW Act.

A decision that the Fair Work Commission makes when arbitrating a dispute or grievance is a decision for the purpose of Division 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

**11.6** While the parties are trying to resolve the dispute or grievance using the procedures in this clause:

- (a) an employee must continue to perform their work as they would normally unless the employee has a reasonable concern about an imminent risk to their health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

## **12 EXCESSIVE OR UNREASONABLE WORK**

An employee who considers their work to be excessive or unreasonable may seek resolution of the matter through the Dispute and Grievance Resolution provisions of this Agreement (clause 11).

## **13 DISCIPLINARY PROCEDURE**

Where an employer decides disciplinary action is necessary the matter will be dealt with in accordance with the policies and procedures established by the employer.

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## **PART C - COMMON TERMS AND CONDITIONS**

### **14 TYPES OF EMPLOYMENT**

**14.1** Employees engaged under this Agreement will be employed in one of the following categories.

- (a) full-time employment; or
- (b) part-time employment; or
- (c) temporary employment; or
- (d) casual employment.

#### **14.2 Terms of Engagement**

- (a) On appointment, the employer will provide the employee (other than a casual employee) with a letter of appointment stating their type of employment, classification level, rate of salary applicable on commencement and, if applicable, the expiry date of their employment.
- (b) An employee engaged on a temporary basis shall for each temporary employment period be provided with a letter of appointment stating that the employee's appointment is temporary, the reason the employment is temporary and the start and finishing dates of such appointment.
- (c) Where applicable, the letter shall also document the annual leave option which shall apply to the employee.
- (d) It is a condition of employment that a teacher must have a current registration with the Victorian Institute of Teaching.

#### **14.3 Full-time employment**

A full-time employee is an employee engaged to work 38 ordinary hours per week.

#### **14.4 Part-time employment**

- (a) A part-time employee is engaged to work for less than 38 ordinary hours per week. Hours may be worked in accordance with clause 15 – Rostered Hours.
- (b) For each hour of employment a part-time employee shall be paid at the rate of 1/38th of the weekly rate for the employee's salary level for their classification.
- (c) A part-time employee shall be entitled to pro-rata entitlements under this Agreement based on their contracted hours of engagement.

- (d) 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.
- (e) The terms of the agreement in clause 14.4(d) may be varied by agreement between the employer and employee. Any such variation will be recorded in writing.
- (f) An employee may agree to work in excess of their agreed hours for a specified period of time. In such cases their ordinary hours of work and the additional hours shall not exceed a total of 38 hours in any one week. The employee will be paid for actual additional hours at their standard rate plus a loading of 25% in lieu of paid leave entitlements for the additional hours.
- (g) With the agreement of the employer an employee who works additional hours may accrue entitlements to paid leave for the additional hours worked in lieu of the loading provided for in clause 14.4(f).

#### **14.5 Temporary Employment**

- (a) A temporary employee may be engaged to work:
  - (i) in a position which is temporarily vacant for a specified period of time; or
  - (ii) for a specific project, task or tasks; or
  - (iii) in a position which is subject to specific funding for a fixed period of time; or
  - (iv) in a position which is vacant for a specified period of time as a result of an employee taking leave in accordance with this Agreement, the NES or other approved absences such as approved unpaid absence.
- (b) The essential feature of a temporary appointment is that there can be no expectation of continuity of employment beyond the expiry date of the specified period, or of on-going employment.
- (c) The employer shall not employ a temporary employee to avoid any obligation under this Agreement and shall not dispense with an on-going position for the purpose of creating a temporary position.
- (d) The employer may offer a temporary employee successive periods of temporary employment or extend any period of temporary employment subject to the requirements of 14.5(a).

- (e) Where a temporary position is converted to an on-going position and the temporary employee is subsequently appointed to an on-going position, any period of temporary employment with the employer immediately prior to the commencement of on-going employment shall be recognised as service for the purposes of calculating the employee's leave entitlements, provided the employee has not taken the leave or received payment (or loading) in lieu of such leave.
- (f) A temporary employee will be paid at the rate of their salary entitlement as specified in Schedule 2.
- (g) A temporary employee will be entitled to pro-rata benefits to annual leave, annual leave loading, personal/carers' leave and compassionate leave.
- (h) An employee engaged on a temporary basis shall for each temporary employment period be provided with a letter of appointment stating that the employee's appointment is temporary, the reason the employment is temporary and the start and finishing dates of such appointment.

#### **14.6 Casual Employee**

- (a) Casual employment means employment on a day-to-day basis.
- (b) The hourly rate for a casual employee is set out in Schedule 2.
- (c) In addition to their hourly rate, casual employees shall receive an additional loading of 25% of the hourly rate instead of leave entitlements under this Agreement or the NES.
- (d) A casual teacher will be engaged for a minimum of 3.5 hours on any one day, with any single engagement not to exceed one term.
- (e) A casual Educator, Diploma Qualified Educator and Activity Group Leader will be engaged for a minimum of 2 hours on any one day.
- (f) A casual engagement cannot exceed one term.



#### **14.7 On-going employment**

Subject to the following provisions of this Agreement employees engaged as full-time or part-time employees shall be ordinarily employed on an on-going basis.

- (i) Clause 14.6: Casual employee
- (ii) Clause 14.5: Temporary employment
- (iii) Clause 23: Probation period
- (iv) Clause 24: Termination of employment
- (v) Clause 25: Redundancy

#### **14.8 Variation to contracted hours or days of attendance**

- (a) An employer cannot vary an employee's contracted ordinary hours or days of attendance unless:
  - (i) the employee consents; or
  - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides four weeks' notice in writing consistent with the process specified in clause 10 - Consultation. Where the proposed change proceeds and results in a reduction in salary, the salary of the employee shall be maintained for a period of four weeks from the date of notification.
- (b) If an employee's hours are reduced, without their consent, by more than 30% the employee will be entitled to the provisions of clause 25 - Redundancy.

### **15 ROSTERED HOURS**

- (a) Hours worked may be rostered:
  - (i) across the 38 hour week; or
  - (ii) over a 76 hour fortnight; or
  - (iii) over 152 hours in a four week period by agreement between the employer and employee.
- (b) The employer shall advise the employee in writing of the rostered daily hours of work, stating the hours of commencement and finishing including times of any breaks.

## **16 MEAL BREAKS**

- 16.1** Within the daily hours of attendance employees are entitled to a meal break from teaching or contact with children:
- (a) commencing no later than 5.5 hours from commencement of rostered work; and
  - (b) of not less than thirty consecutive (30) minutes duration; and
  - (c) 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, except where the teacher is required to attend the session in which case the time so spent will be treated as teaching time.
- 16.2** The meal break can be either:
- (a) concurrent with non-teaching or non-contact duties and included in the employee's normal working hours; or
  - (b) free of all duties and consequently unpaid;
- as determined by the employer in consultation with the employee.
- 16.3** In the case of unforeseen circumstances the meal break may be delayed and will be taken as soon as practicable, provided that hours worked beyond the time at which the meal break was due will be paid at the rate of time and one half until such time as the meal break is taken in the day.
- 16.4** Where an employee genuinely agrees to delay the meal break to no later than six (6) hours from the commencement of rostered work then such arrangement must be documented showing the duration of the agreement which must not exceed a kindergarten year and signed by the parties.

## **17 ORGANISATIONAL DAYS**

- 17.1** Employees shall be entitled to 3 child free days to undertake organisational activities approved by the employer.
- 17.2** The first two days of Term 1 and/or the last day of Term 4 will be the common child free days for employees who are rostered to work on those days.
- 17.3** Employees other than those specified in clause 17.2 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 unless otherwise agreed between the employer and the employee considering of the organisational needs of the employer and employee's needs.

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## **18 PROFESSIONAL DEVELOPMENT**

- 18.1** Each year services will allocate two child-free days as determined by the employer where employees will be released from normally rostered duties in order to undertake professional development.
- 18.2** In order to gain maximum benefit from such professional development activities they will be determined jointly by the employer and employees and may include formal and informal activities to facilitate the designated outcomes.
- 18.3** Where possible these days should be set well in advance each year so that parents can make suitable arrangements. Where possible, employers are encouraged to coordinate activities with other early childhood education services to promote cooperative professional development and planning to maximise the use of available resources.
- 18.4** An employer may reimburse or meet part or all of the costs of approved professional development activities.
- 18.5** Day in this clause means 7.6 hours in duration (pro-rata for part-time employees).

## **19 MODELS OF EMPLOYMENT/ATTENDANCE**

- 19.1** A teacher, other than a PSFO, will be engaged on the ten weeks leave model of employment.
- 19.2** An employee, other than a teacher, may be engaged under the following models of employment:
  - (a)** the four weeks leave model i.e.52/52; or
  - (b)** the ten weeks leave model, i.e.46/52.
- 19.3** An employee engaged under the ten weeks leave model will not be required to attend during term breaks except in the circumstances set out in clause 20.3.
- 19.4** An employer may advertise a position for an employee other than a teacher, which requires the employee to attend during any or all of the additional leave period referred to in clause 20.2.

## **20 ANNUAL AND ADDITIONAL LEAVE**

- 20.1** An employee is entitled to 152 hours (20 days for a full-time employee pro-rata for part-time employees) annual leave in respect of each year of service accrued on a pro-rata basis.
- 20.2** In addition to annual leave accrued under sub-clause 20.1, an employee employed under the ten weeks leave model is entitled to additional paid leave of 228 hours (30 days for a full-time employee pro-rata for part-time employees) accrued on a pro-rata basis.

### **20.3 Purchase back of paid leave**

An employee may agree to work during any or all of the additional leave period (up to a maximum of 228 hours or 30 days). An employee who works during a period of leave shall be paid an additional amount for each hour of such work outlined in B below. Where applicable, an employee who works during a period of leave will therefore receive the sums in columns A and B below:

<b>Employee</b>	<b>A. Ordinary time rate payment for working leave</b>	<b>B. Additional payment for purchase back of leave by the employer</b>
<i>Teacher</i>	<i>Ordinary time rate already paid in accordance with Schedule 2</i>	<i>Ordinary time rate</i>
<i>Educator</i>	<i>Ordinary time rate (calculated on the 46/52 model of employment)</i>	<i>Ordinary time rate (calculated on the 52/52 model of employment)</i>

- 20.4** The entitlement referred to in 20.2 is reduced by any leave purchased under sub-clause 20.3.
- 20.5** Employees will take leave accrued under 20.1 and 20.2 during term breaks unless otherwise agreed between the employer and employee.
- 20.6** Payment for the leave provided in sub-clauses 20.1 and 20.2 shall be paid throughout the period of leave in accordance with normal arrangements, however, where an employee requests payment in advance of the last day of any or each term, then payment may be made.
- 20.7** An employer may allow an employee to take annual leave and additional leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.
- 20.8** Any unused leave accrued under 20.1 and 20.2 will be paid out on cessation of employment.

## **21 APPROVED UNPAID ABSENCE**

- 21.1** An employee may apply for a period of approved unpaid absence which will be considered by the employer on a case by case basis with approval to be at the sole discretion of the employer.
- 21.2** In determining the matter, the employer may have regard to the following:
- any benefit to the service resulting from granting the application;
  - whether to employee has access to any form of paid leave;
  - operational requirements of the position;

- impact on other employees;
- additional costs to the employer (excluding any costs directly associated with the employment of a replacement employee for the period of leave); and
- ability to source appropriately qualified staff.

- 21.3** The employee must submit their application in writing at least two months prior to the proposed commencement of leave. The required notice period may be varied in exceptional circumstances.
- 21.4** Any period of approved absence shall not break the continuity of service but will not be taken into account in calculating the period of service with the employer.
- 21.5** Unless otherwise agreed between the employer and employee, the employee will be entitled to return to the position which she/he held immediately prior to the commencement of the absence. Where such position no longer exists but other positions for which the employee is qualified are available then the employee will be entitled to a position as near as comparable in status and salary to that of their former position.
- 21.6** The employee will be responsible for any member superannuation contributions that are required to be made during the period of leave.

## **22 ANNUAL LEAVE LOADING**

- 22.1** This clause supplements the NES which deals with annual leave.
- 22.2** 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.
- 22.3** 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.
- 22.4** Leave loading is to be calculated using the following formula:

$\frac{(\text{Weekly salary} \times 4 \times 17.5\%) \times \text{term weeks worked by the employee in that kindergarten year}}{\text{Total term weeks in that kindergarten year}}$
---

## **23 PROBATION PERIOD**

- 23.1** A probation period of 12 weeks of term time shall apply to all employees.
- 23.2** The employer may terminate the employment of an employee at any time while on probation.
- 23.3** Termination must be by at least one week's notice given in writing or by the payment of one week's wages in lieu of notice. Such payment shall be in addition to payment for time worked up to the actual date of termination of employment.
- 23.4** At the expiration of the probation period the employer shall:

- (a) confirm the employment; or
- (b) terminate the employment.

**23.5** Notwithstanding 23.4 a probation period may be extended by agreement between the employer and the employee for a further period not to exceed six months from the date of commencement of the initial probation period.

**23.6** Discussions associated with any extension of the probationary period must occur no later than a week prior to the expiration of the probationary period.

## **24 TERMINATION OF EMPLOYMENT**

### **24.1 Requirement for notice of termination or payment in lieu**

- (a) An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).
- (b) Clause 24.1(a) does not apply to any of the following employees:
  - (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
  - (ii) an employee whose employment is terminated because of serious misconduct;
  - (iii) a casual employee;
  - (iv) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
  - (v) where an employee is engaged under a maximum term contract and their employment is terminated prior to the end of the term of the contract, the minimum period of notice period will be the period of notice under this agreement or the contract whichever is the greater.
- (c) The employer must not terminate the employee's employment unless:
  - (i) the time between giving the notice and the day of the termination is at least (the minimum period of notice) worked out under clause 24.1(d) or 24.1(e); or
  - (ii) the employer has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- (d) Work out the minimum period of notice for Educators and Diploma Qualified Educators is calculated as follows:

- (i) First, work out the period using the following table:

Employee's period of continuous service with the employer at the end of the day the notice is given	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

- (ii) then 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 at the end of the day the notice is given.

- (e) The employment of an Early Childhood Teacher will not be terminated without at least 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.

#### **24.2 Notice of termination by an employee**

- (a) 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.
- (b) If an employee fails to give the relevant period of notice the employer may withhold from any monies, except for any entitlement to long service leave, due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

#### **24.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

#### **24.4 Statement of service**

- (a) Upon the termination of employment of an employee, the employer will provide upon the request of the employee, a statement of service setting out the commencement and cessation dates of employment, position title and the employee's classification.
- (b) An employer will provide upon the request of an employee a statement of sick leave and long service leave balances.
- (c) Upon request a casual employee will be given a statement setting out the number of

days worked by the employee during the period of engagement.

## **25 REDUNDANCY**

**25.1** This clause supplements the NES and deals with redundancy.

### **25.2 Variation of redundancy pay for other employment**

(a) This section applies if:

(ii) An employee is entitled to be paid an amount of redundancy pay by the employer because of s.119 of the FW Act; and

(iii) The employer obtains other acceptable employment for the employee.

(b) On application by the employer, FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWC considers appropriate.

(c) The amount of redundancy pay to which the employee is entitled under s.119 is the reduced amount specified in the determination.

**25.3** The provisions of clause 10 - Consultation will apply.

**25.4** In the event that a position occupied by an employee covered by this Agreement is made redundant the relevant provisions of the individual employer's enterprise agreement in force at the time shall apply in respect of redundancy, redeployment and retrenchment.

**25.5** These provisions of clause 25.6, 25.7 and 25.8 override the relevant council's enterprise agreement to the extent of any inconsistency.

### **25.6 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to under the NES if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### **25.7 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice or the period of notice given in accordance with 24.1(5). The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **25.8 Job search entitlement**

(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.



- (b) If the employee has been allowed paid leave for more than one day during the NES notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 24.3.

## **26 AGREEMENT FLEXIBILITY**

**26.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relationship to one or more of the matters mentioned in 26.1(a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

**26.2** The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

**26.3** The employer must ensure that the Individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age; signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement and

- (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 26.4** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 26.5** The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer or employee agree in writing – at any time.

## **27 SALARY PACKAGING**

- 27.1** All permanent employees covered under the terms of this Agreement are eligible to apply for salary packaging in respect of a range of salary packaged benefits as determined by the Australian Taxation Office and agreed by the employer.
- 27.2** Notwithstanding any other provision of this Agreement, the salary that would otherwise be applicable to an employee under the Agreement shall be reduced by such amount as agreed between the employee and the employer to the extent necessary to provide a package for the employee.
- 27.3** The remuneration package for the employee will comprise the reduced salary and taxable and tax-exempt benefits as defined in the Fringe Benefits Tax Assessment Act 1986 (Cth).
- 27.4** The employer shall not make any purchases on behalf of the employee in respect of the Salary Packaging Agreement.
- 27.5** The employee shall pay for all reasonable administration and other costs, including set up and termination costs and fringe benefits tax associated with salary packaging.
- 27.6** The "Salary Packaging Agreement" in Schedule 3 must be used on all occasions to record salary packaging arrangements.
- 27.7** The terms and conditions applying to salary packaging arrangements shall be as specified the Salary Packaging Agreement.
- 27.8** The employee shall seek independent financial advice. The employer shall not be responsible in any way for the cost or outcome of any such advice.
- 27.9** In respect of an employee who enters into a salary packaging agreement, the salary rate that would otherwise be applicable to the employee under this Agreement shall be used to calculate entitlements in respect of:
- (a) Annual leave loading;
  - (b) Outstanding leave due upon termination of employment;

- (c) Redundancy payments; and
- (d) Employer superannuation contributions.

**27.10** While an employee who has entered into a Salary Packaging Agreement is on any form of paid leave including annual leave, long service leave or special leave, the employee shall continue to be paid in accordance with the Salary Packaging Agreement.

## **28 SUPERANNUATION**

### **28.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **28.2 Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### **28.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 28.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 28.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 28.3(a) or 28.3(b) was made.

### **28.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 28.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 28.2 and pay the amount authorised under clauses 28.3(a) and 28.3(b)

to one of the following superannuation funds or its successor:

- (a) Vision Super; or
- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
- (c) A superannuation fund or scheme which the employee is a defined benefit member of.

## **29 ACCIDENT PAY**

- 29.1** Where an employee becomes entitled to weekly compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), the employer will pay to the employee an amount equivalent to the difference between:
- (a) the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated, and
  - (b) the amount that would have been payable under this agreement for the classification of work if the employee had been performing their normal duties, provided that such rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.
- 29.2** Accident pay shall not apply in respect of any injury during the first five working days of incapacity.
- 29.3** Accident pay shall not apply to any incapacity occurring during the first two weeks of employment, unless such incapacity continues beyond the first two weeks.
- 29.4** Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to the accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- 29.5** The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury.
- 29.6** Where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the relevant Act, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.
- 29.7** Superannuation is payable to an employee in receipt of accident pay in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

## **30 EMPLOYEE WORK LOCATIONS**

- 30.1** An employer may direct an employee to attend another early education service within the local Government area to meet a short-term need for a period of up to five consecutive working days. An employee shall not unreasonably refuse such a direction.

- 30.2** Additional expenses approved by the employer that are incurred by the employee as a result of the direction of the employer to the alternate work location, such as but not limited to, travel allowance where the employee's vehicle is utilised or additional childcare shall be met by the employer.
- 30.3** Additional travel time necessary to travel to and from the alternate work location shall count as time worked.
- 30.4** Such approval by the employer shall not be unreasonably withheld and will be communicated to the employee prior to him/her incurring any such expenditure.
- 30.5** Reimbursement for approved expenses incurred by the employee shall be made in a timely manner.
- 30.6** Any extension of the period beyond five consecutive working days shall only be with the genuine consent of the employee.

## **31 PAYMENT OF WAGES**

- 31.1** At the employer's discretion, employees shall be paid weekly or fortnightly by electronic transfer into the employee's nominated bank account or other agreed method.
- 31.2** 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.

## **32 ALLOWANCES**

### **32.1 Adjustment of expenses related allowances**

Each expense related allowance under this clause may be varied annually as determined by the Fair Work Commission as a consequence of the Annual Wage Review or the adjustment of expenses related allowance, as applicable, and applied to the relevant modern awards.

### **32.2 Vehicle allowance**

- (a)** An employee required by the employer to use the employee's motor vehicle in the performance of their duties must be paid the following allowances:
- (i) Motor car**  
\$0.80 per kilometre
  - (ii) Motorcycle**  
\$0.27 per kilometre
- (b)** Where an employee is required to utilise their vehicle for work purposes they will be reimbursed for all additional kilometres travelled in order to fulfil that duty including payment for the forward and return journey. The provisions of this clause will not apply to journeys to and from work except where any of the authorised activities are conducted at the workplace and require an additional journey in order for the employee

to undertake them.

### **32.3 Clothing and equipment**

- (a) 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. The allowance shall be payable in respect to kindergarten terms as determined by the Department of Education and Training, excluding periods of long service leave, approved unpaid absence, sick leave, personal/carer's leave, compassionate leave or bereavement leave.
- (b) Where the employer provides protective clothing or a uniform:
  - such clothing shall be laundered at the expense of the employer;
  - shall remain the property of the employer;
  - shall be replaced by the employer at no cost to the employee when it becomes unserviceable; and
  - shall be returned to the employer on termination.
- (c) The employer shall provide surgical gloves for the use of employees involved in toileting and/or bathing of children.

### **32.4 Reimbursement of expenses**

- (a) All reasonable expenses incurred by the employee at the written direction and prior approval of the employer, including out-of-pocket expenses, course fees and materials, telephones, accommodation, travelling expenses, police checks and the cost of special protective clothing, incurred in connection with the employee's duties will be paid or reimbursed by the employer.
- (b) Such expenses do not include items that are required to be held by the employee under the National Law, National Regulations or any other statutory or regulatory authority.
- (c) The employer shall require the employee to present evidence of cost/expenditure prior to effecting payment.

### **32.5 Meal Allowance**

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 \$12.63 or a meal to the employee.

## **33 PERSONAL/CARERS' LEAVE AND COMPASSIONATE LEAVE**

### **33.1 Paid personal/carers' leave**

This clause applies to employees, other than casual employees.

### **33.2 Entitlement to paid personal/carers' leave**

#### **33.2.1 Amount of leave**

- (a) For each year of service with their employer, an employee is entitled to 10 days (76 hours) of paid personal/carers' leave (pro-rata for part-time employees) or such greater entitlement under the relevant council's enterprise bargaining agreement.
- (b) However an Early Childhood Teacher, including a Pre-school Field Officer is entitled to 15 days (114 hours) of paid personal/carers' leave (pro-rata for part-time employees).

#### **33.2.2 Accrual of leave**

- (c) On commencement of their service with an employer, an employee shall be granted access their first year's entitlement to personal/carers' leave.
- (d) On completion of each year's service employees shall be granted a further entitlement.
- (e) An employee's entitlement to paid personal/carers' leave accumulates from year to year.

### **33.3 Taking paid personal/carers' leave**

An employee may take paid personal/carers' leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
  - (ii) a personal illness, or personal injury, affecting the member; or
  - (iii) an unexpected emergency affecting the member.

### **33.4 Employee taken not to be on paid personal/carers' leave on public holiday**

If the period during which an employee takes paid personal/carers' leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on personal/carers' leave on that public holiday.

### **33.5 Payment for paid personal/carers' leave**

If, in accordance with this clause, an employee takes a period of paid personal/carers' leave, payment for any such absence shall be without loss of pay.

### **33.6 Paid personal/carer's leave must not be cashed out.**

### **33.7 Entitlement to unpaid carers' leave**

- (a) An employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's

immediate family, or a member of the employee's household, requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

**(b) Taking unpaid carers' leave**

- (i) An employee, including a casual employee, may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 33.7(a).
- (ii) An employee may take unpaid carer's leave for a particular permissible occasion as:
  - 1. a single continuous period of up to 2 days; or
  - 2. any separate periods to which the employee and their employer agree.
- (iii) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take personal/carer's leave.

**33.8 Infectious diseases leave**

- (a) An employee who contracts an infectious disease through contact during the course of their employment shall be entitled to paid infectious diseases leave in accordance with the following scale.
- (b) Such leave shall not be applied against their entitlement to personal/carers' leave.
- (c) A medical certificate for any absence must be provided to the employer and state:
  - (ii) the employee has contracted the specified disease as a direct result of their employment;
  - (iii) nature of the illness;
  - (iv) is not fit to perform their duties; and
  - (v) period of absence.
- (d) The prescribed infectious diseases and the relevant periods of additional leave are:
  - (i) 5 consecutive days
    - German Measles (Rubella)
    - Chicken Pox (Varicella)
    - Influenza



- (ii) 10 consecutive days
  - Measles (Morbilli)
  - Mumps (Parotitis)
  - Scarlet Fever
  - Whooping Cough
- (iii) As determined by an approved medical practitioner
  - Rheumatic Fever
  - Hepatitis

### **33.9 Compassionate Leave**

#### **(a) Entitlement to compassionate leave**

An employee is entitled to 3 days-of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:

- (ii) Contracts or develops a personal illness that poses a serious threat to his or her life; or
- (iii) Sustains a personal injury that poses a serious threat to his or her life; or
- (iv) Dies.

#### **(b) Taking compassionate leave**

- (1) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (ii) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 33.9(a); or
  - (iii) after the death of the member of the employee's immediate family or household referred to in clause 33.9(a).
- (2) An employee may take compassionate leave for a particular permissible occasion as:
  - (i) a single continuous 3 day period; or
  - (ii) 2 separate periods of up to a total of 3 days; or
  - (iii) any separate periods to which the employee and his or her employer agree.
- (3) If the permissible occasion is the contraction or development of a personal illness, or

the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

**33.10 Payment for compassionate leave (other than for casual employees)**

If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, payment for the absence shall be without loss of pay.

**33.11 Notice and evidence requirements**

- (1) An employee must give his or her employer notice of the taking of leave under this clause by the employee.
- (2) **The notice:**
  - (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
  - (b) must advise the employer of the period, or expected period, of the leave.
- (3) An employee who has given their employer notice of the taking of leave under this clause must if required by the employer, give the employer evidence that would satisfy a reasonable person that:
  - (a) If it is paid personal/carer's leave - the leave is taken for a reason specified in 33.3; or
  - (b) If it is unpaid carer's leave - the leave is taken for a permissible occasion in circumstances specified in clause 33.7(a) or
  - (c) If it is compassionate leave, the leave is taken for a permissible occasion specified in 33.9(b).
- (4) **Evidence requirements**
  - (a) For absences on personal/carers' leave exceeding 3 consecutive working days a medical certificate must be produced if required by the employer; or
  - (b) Where an employer has reasonable grounds to suspect abuse of personal/carers' leave provisions the employer may require the employee to produce a medical certificate or statutory declaration that the employee was unable to work; or
  - (c) Provided further, that for any absences, either the working day before or the working day after a public holiday, an employee shall be required to provide a medical certificate stating that the employee was unable to work.
- (5) **Compliance**

An employee is not entitled to take leave under this clause unless the employee complies with the requirements of this clause.

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## **34 PUBLIC HOLIDAYS**

### **34.1 Entitlement to be absent from employment on a public holiday**

An employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.

### **34.2 Payment for absence on public holiday**

If in accordance with this clause an employee is absent from their employment on a day or part day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part day.

Note:

If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this clause. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.

### **34.3 Meaning of public holiday**

(a) Each of the following are public holidays:

- 1 January (New Year's Day);
- 26 January (Australia Day);
- Labour Day;
- Good Friday;
- Saturday before Easter Sunday;
- Easter Sunday;
- Easter Monday;
- 25 April (Anzac Day);
- Queen's Birthday;
- Friday before the AFL Grand Final;
- Melbourne Cup Day (All of Victoria unless alternate local holiday has been arranged by non-metropolitan council);
- 25 December (Christmas Day);
- 26 December (Boxing Day).

*Note:*

- When Christmas Day is a Saturday or Sunday a public holiday in lieu thereof will be observed on 27 December.
  - When Boxing Day is a Saturday or Sunday a public holiday in lieu thereof will be observed on 28 December.
  - When New Year's Day or Australia Day is a Saturday or Sunday, a public holiday in lieu thereof will on the next Monday.
- (b) Any other day, or part day, declared or prescribed by or under a law of the State of Victoria to be observed generally within the State, or a region of the State, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations in the Act from counting as a public holiday.

**34.4 Substituted public holidays under State Law**

If, under (or in accordance with a procedure under) a law of the State, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of clause 34.2, then the substituted day or part-day is the public holiday.

**34.5 Substitute days by agreement**

- (a) By agreement between an employer and a majority, of employees at a work location it may be agreed to substitute another day for any day prescribed in clause 34.3.

In such circumstances, any overtime provisions shall not apply for work undertaken on the public holiday.

- (b) Where no such agreement is reached the overtime rates specified in clause 65 - Overtime shall apply to all employees for work undertaken on the public holiday.

**34.6 Payment for absence on public holiday**

If an employee is absent for his or her employment on a day or part-day that is a public holiday, any such absence will be without loss of pay.

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## **35 PARENTAL LEAVE**

- 35.1** Employees, including Eligible Casual Employees (as defined by the FW Act), are entitled to unpaid parental leave in accordance with the NES. The entitlements set out in this clause are supplementary to the provisions of Part 2-2, Division 5 – “Parental Leave and related entitlements” of the FW Act.

### **Eligibility to take parental leave**

- 35.2** For the purposes of clause 35, service is:

- (i) any duty as an employee other than any period of employment on a casual basis; and
- (ii) any approved period of leave with pay.

- 35.3** An employee is eligible to access parental leave if they have had not less than 12 months service with that employer immediately preceding the date upon which the employee proceeds to take such leave;

- 35.4** An employee must have had 26 or more weeks' service within the 52 weeks immediately preceding the date the employee commences such parental leave for a second or subsequent child in order to receive paid parental leave.

### **35.5 Period of maternity and adoption leave**

The initial period of maternity and adoption leave may be up to a maximum of 78 weeks with any extension to be in accordance with the NES.

### **Paid Parental Leave**

- 35.6** An eligible 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 equivalent to 14 weeks' salary paid at the employee's ordinary time rate or any such greater entitlement under the relevant council's enterprise bargaining agreement, payable on commencement of parental leave or in fortnightly instalments.

- 35.7** An eligible employee eligible who is not the primary carer and satisfies the notice and evidence requirements under the NES and/or this Agreement will be entitled to a payment equivalent to 2 weeks' salary paid at the employee's ordinary time rate or such greater entitlement under the relevant council's enterprise bargaining agreement payable on commencement of partner leave or in fortnightly instalments.

## **36 PRE-NATAL LEAVE**

An employee who presents a medical certificate from a doctor stating that she is pregnant will have access to paid leave totalling 38 hours (pro-rata for part-time employees) to enable the employee to attend routine medical appointments associated with the pregnancy.

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## **37 NURSING MOTHERS**

- 37.1** The employer commits to providing as far as is reasonably practicable an environment that is comfortable, private, clean and safe from hazardous chemicals for nursing mothers for the purposes of expressing and storing breast milk.
- 37.2** The employer will negotiate with nursing mothers to have unpaid breaks to breast feed if the child is in nearby care.
- 37.3** Suitable arrangements between the employer and employee will, within reason, be made for employees that work off site.

## **38 FAMILY VIOLENCE LEAVE**

The family violence leave provisions specified within the individual council's enterprise agreement in force at the time will apply to employees.

## **39 COMMUNITY SERVICE LEAVE**

- 39.1** Community service leave is provided for in the NES. This clause supplements the NES and deals with Jury Service.
- 39.2** In accordance with section 52 of the *Juries Act 2000* (Vic) 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 unless otherwise determined by the employer.

## **40 LONG SERVICE LEAVE**

The provisions of the Local Government (Long Service Leave) Regulations 2012, as amended from time to time, shall apply to employees covered by this Agreement, except where an employer's current enterprise agreement provides additional benefits then such provisions shall override the Regulations.

## **41 ELECTRONIC COMMUNICATIONS**

- 41.1** Employees covered by this Agreement will have reasonable access to the employer's electronic communications system for the purposes of remitting and/or receiving communications relevant to the workplace, including industrial relations matters.
- 41.2** The employee will use the employer's electronic communications system in a responsible manner.
- 41.3** Such usage shall not unduly interfere with the effective operations of the workplace.
- 41.4** The use of electronic media will at all times protect the privacy of children, staff, parents and the employer. Confidential information cannot be released without the express written authorisation of the employer unless required by law.

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## **42 CULTURAL AND CEREMONIAL LEAVE**

- 42.1** The parties recognise and value the cultural diversity of employees and will support employees to enable them to meet the requirements of their cultural, ceremonial and/or lawful religious observance within the workplace.
- 42.2** Where participation or attendance at a religious or cultural event or activity requires time away from work, employees may access any accrued leave, time off in lieu or may apply for up to ten days leave without pay per annum, non-cumulative. Approval to take time for such purposes may be granted subject to sub-clauses 42.3 and 42.4.
- 42.3** Employees are required to advise their immediate supervisor in advance of any absence from the workplace and, if the observance requires time away from work, at least 48 hours' notice must be provided to enable appropriate arrangements to be made within the work unit.
- 42.4** An employer may require proof of participation or of the requirement to participate in any lawful religious or cultural event or activity, including details of the name or nature of the ceremony or cultural activity and times and dates of all proposed absences.

## **43 SERVICE WITH EMERGENCY SERVICES ORGANISATIONS**

- 43.1** Employers support employees involved in emergency services organisations within the community and will approve leave with pay, less any amount paid by the emergency services organisation, to allow active participation in these organisations, including involvement and participation in required training programs conducted by the organisation.
- 43.2** An employer may require proof of participation or of the requirement to participate in any training or emergency event or activity, including details of the times and dates of all proposed activities.
- 43.3** Employers accept that in circumstances where the required training or the emergency occurs to have a 10 hour break without loss of pay before continuing work. An employer may withdraw any approval for an employee to participate in emergency services activities at any time based on the operational requirements of the work unit, providing that a decision to withdraw approval shall not be unreasonable.

## **44 DEFENCE SERVICES LEAVE**

- 44.1** Employees who are members of the Defence Force Reserve may apply for leave to attend training camps or release for active service.
- 44.2** The employee must provide the employer with satisfactory documentary evidence from the Defence Force of reasons and timelines for such release.
- 44.3** The employer will pay the difference between the employee's normal rate of pay and the amount paid by the Defence Force for the period of the release.

## **45 AFTER-HOURS DEPENDENT CARE**

- 45.1** Employees with child or dependent care responsibilities may apply for financial support due to

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compulsory requirements to perform duties outside normal hours, and where the only care options available are other than normal mechanisms (e.g. partners, family, friends etc.)

**45.2** The employee will obtain prior approval from the employer to engage the services of a care provider that will incur costs to the employer.

**45.3** Claims for reimbursement must be made to the relevant manager/supervisor and must include one of the following supporting documents:

- a tax invoice which meets the requirements of the Australian Taxation Office (ATO); or
- an invoice documenting the provider's Australian Business Number (ABN) for providers not registered for Goods and Services Tax (GST); or
- other documentary evidence of payments made to a provider for payments less than \$50.

## **46 BLOOD DONORS**

An employee will be granted paid time from work during normal business hours to donate blood when the Blood Bank is in the local area. Such time will generally occur each three months as a maximum.

## **47 LEARNING AND DEVELOPMENT**

The provisions of the relevant employer's current enterprise bargaining agreement in relation to study assistance, training and other support provided to employees will apply.

## **48 UNION TRAINING LEAVE**

**48.1** 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 subject to:

- (a) Reasonable notice being provided in writing stating the length, nature and location of the course, seminar or conference, and it is a mutually agreed time;
- (b) The course, seminar or conference shall contribute to a better understanding of employer- employee relations; and
- (c) Employees will be paid for actual hours of contact time at the course, seminar or conference up to a maximum of 8 hours on any one day.



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## **49 AEU COUNCILLORS LEAVE**

- 49.1** 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.
- 49.2** The AEU will write to Employers of such employees each year and notify them that their employee has been appointed to the AEU Early Childhood State Council and the meeting dates and times for the year.
- 49.3** Where the employer is required to engage a replacement for such employee the AEU will, on presentation of an invoice, reimburse the employer the costs of engaging a replacement for the employee.

## **50 CONSULTATIVE COMMITTEE**

- 50.1** Where a Consultative Committee has been established under the provisions of an employer's enterprise agreement a representative(s) of employees covered by this Agreement shall be entitled to participate in such a committee if eligible to do so.
- 50.2** The name of the employee nominated under 50.1 shall be advised, in writing, to the relevant council by the union(s) and/or where the employer's enterprise agreement provides for it, a representative may be a self-nominated employee.
- 50.3** The nominated representative shall be eligible to participate to the extent of matters that may impact on employees covered by the Agreement.
- 50.4** Where a Consultative Committee does not exist the employer shall ensure that the representative(s) of employees are included in the consultation process adopted for any matter.

## **51 EMPLOYEE ASSISTANCE PROGRAM**

- 51.1** Employees covered by this Agreement shall be entitled to access an Employee Assistance Program in accordance with the policies and procedures established by the employer.

## **52 EDUCATIONAL LEADER AND NOMINATED SUPERVISOR**

- 52.1** 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.
- 52.2** This time could be provided either as release from face-to-face teaching/contact time, or an increase in non-teaching/non-contact time to undertake the duties of the position/s.

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- 52.3** The employer will consult with the relevant employee/s regarding the allocation of Educational Leader and Nominated Supervisor duties and time. The duties can be allocated on a weekly, fortnightly or four-weekly basis provided the employee's hours do not exceed 38 hours in a week.
- 52.4** The position of Educational Leader can be shared between employees.
- 52.5** This clause does not prevent an employee and employer agreeing to additional time and/or a payment to an employee in the position/s of Educational Leader or Nominated Supervisor.
- 52.6** Employees who are in the role/s of Educational Leader/Nominated Supervisor as at 1 October 2020 and who have been granted time and/or payment by their employer shall retain these arrangements for the term of this Agreement providing they remain in the role and carry out the required duties associated with the role.
- 52.7** Subject to the agreement of the employer and employee these arrangements may be varied during the term of this Agreement
- 52.8** This clause shall cease to operate or have any effect from 30 September 2024.

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## **PART D - TERMS AND CONDITIONS - EARLY CHILDHOOD TEACHERS**

### **53 CLASSIFICATIONS**

#### **53.1 Recognition of qualifications and previous experience**

- (a)** On appointment, an employee will be classified and placed on the appropriate level on the salary scale in clause 54- Salaries (Early Childhood Teachers), according to their qualifications and teaching experience.
- (b)** The following will count as teaching experience:
  - (i)** teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
  - (ii)** teaching experience of children from four to eight years in a school registered and/or accredited under the relevant authority in each state or territory;
  - (iii)** service as a university lecturer in a degree course, leading to a qualification in early childhood education or child development; and
  - (iv)** service in any occupation for which an early childhood teaching degree was a mandatory qualification.
- (c)** An employee who has been absent from teaching shall be engaged at the salary classification level at the time of their resignation.

#### **53.2 Evidence of qualifications**

- (a)** Where an existing employee requests reclassification based on any new criteria contained in clause 53.1(b) which was not available or relevant at the time of their initial appointment or because of the attainment of an additional qualification during their employment, the employer will consider the request, and if satisfied with the evidence provided by the employee, will reclassify the employee at the appropriate level and pay the employee the new salary rate as from the date of providing the evidence.
- (b)** For the purpose of this clause, official notification from a tertiary institution that the required subjects of the appropriate qualification have been completed shall be taken as proof of holding that qualification.

### **54 SALARIES (EARLY CHILDHOOD TEACHERS)**

- 54.1** The salary payable to a teacher, including a temporary teacher, shall be determined in accordance with the provisions of this clause and Schedule 2.

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- 54.2** The weekly rate of pay for a full-time employee will be determined by dividing the annual salary rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.
- 54.3** Where the salary rates payable under this Agreement are lower than the salary currently paid to an employee, the employee will continue to be paid at their current rate.
- 54.4** Where clause 54.3 applies, future salary increases under this Agreement may be absorbed within the employee's current salary until such time as the applicable salary rate in the Agreement exceeds the existing salary rate for the employee.
- 54.5** The first salary increases as specified in Schedule 2 will apply as from the first full pay period on or after 1 October 2020. The backpay payable for the period between the first full pay period on or after 1 October 2020 and the day on which the Agreement commences operation shall be payable within fourteen days of the Agreement's approval by the Fair Work Commission.
- 54.6** Subsequent increases in the salary rates for classifications set out in Schedule 2 will be paid as from the first pay period commencing on or after the dates specified in the Schedule.
- 54.7 Commencement salary for new employees**
- (a) A teacher who holds a 3 year teaching qualification approved by ACECQA or VIT will commence at level 1.1 of the Teacher scale.
  - (b) A teacher who holds a 4 year teaching qualification approved by ACECQA or VIT will commence at level 2.1 of the Teacher scale.
  - (c) A level 1 teacher will be paid within the band levels 1.1 to 2.5 commensurate with their qualifications and teaching experience.
  - (d) A level 2 teacher will be paid within the band of levels 2.1 to 2.5 commensurate with their qualifications and teaching experience.
  - (e) A level 3 teacher will be paid within the band of levels 3.1 to 3.6 commensurate with their qualifications and teaching experience.
  - (f) A Preschool Field Officer will commence at PSFO level 1.

**54.8 Translation of salaries for employees employed prior to the commencement of the Agreement**

The following salary translation will become effective as from the first pay period on or after 1 October 2020.

***Classification Levels***

<b>Classification under the Early Education Employee Agreement 2016</b>	<b>Translation on the first full pay period on or after 1 October 2020</b>
Level 3.5	Level 3.6
Level 3.4	Level 3.5
N/A	Level 3.4
Level 3.3	Level 3.3
Level 3.2	Level 3.2
Level 3.1	Level 3.2
Level 2.5	Level 2.5
Level 2.4	Level 2.4
Level 2.3	Level 2.3
Level 2.2	Level 2.2
Level 2.1	Level 2.1
Level 1.2	Level 1.2
Level 1.1	Level 1.1

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#### **54.9 Salary increment progression**

The following provisions will apply:

- (a) Salary progression to the next increment level will be effective as from the first pay period commencing on or after the completion of twelve months service since the last incremental anniversary date.
- (b) A teacher who holds an approved four year degree qualification, or holds an approved three year qualification approved by ACECQA or VIT and was employed before 17 February 2006, may proceed to a maximum of level 3.6 subject to achieving validation to level 3, in accordance with clause 54.11 to 54.17.
- (c) A teacher who does not hold a four year degree qualification may progress to a maximum of level 2.5.
- (d) A teacher that translated from level 3.1 to level 3.2 in accordance with clause 54.8, will not be eligible to salary progression to the next increment level in accordance with clause 54.9(a) until the first pay period on or after the completion of twelve months service at level 3.2.
- (e) A Preschool Field Officer must complete 2 years of service at their existing level to be eligible to progress to PSFO level 2.

#### **54.10 Temporary teachers**

- (a) In determining the total time to qualify as service for the next increment, periods of employment of less than four weeks in any one service shall not be taken into account.
- (b) Evidence of eligibility for increment entitlements shall be provided by the temporary teacher.

#### **54.11 Validation – Teacher progression from level 2.5 to level 3**

- (a) Eligible teachers who elect to seek validation to level 3 must lodge a “Notice of Intention” to apply for validation on or before 18 December 2020 and an “Application for Validation” no later than three months after they have submitted their “Notice of Intention”. The final date for submission of an “Application for Validation” is 19 April 2021.

#### **54.12 Teacher progression from level 2.5 to level 3.1**

- (a) From 1 February 2022, the arrangements in clause 54.12 to 54.17 will apply with respect to the progression of teachers from Level 2.5 to Level 3.1 in the teacher career structure.

#### **54.13 Eligibility**

- (a)** The following eligibility requirements shall apply for a teacher to progress to Level 3.
- (b)** The teacher must:
  - (i)** have a minimum of 5 years teaching experience as defined at clause 53.1 in this Agreement;
  - (ii)** have been at Level 2.5 for a minimum of 12 months in accordance with 54.9(a);
  - (iii)** hold full Victorian Institute of Teaching registration;
  - (iv)** hold an approved four-year-early childhood teacher training qualification, or if less than a four year approved qualification, must be covered by the savings provisions of clause 54.9(b); and
  - (v)** not have been the subject of any disciplinary outcome by the employer that is related to their professional practice and/or conduct in the 12 months prior to the date of progression.

#### **54.14 Capability Assessment**

Teachers who satisfy the eligibility requirements in clause 54.13 shall be subject to a Capability Assessment based on the following criteria:

The teacher:

- (a)** demonstrates a clear understanding of, and contribution and commitment to the Quality Improvement Plan of the service.
- (b)** must demonstrate a well-developed level of understanding of and developing capabilities relevant to the roles and responsibilities and professional standards of a Level 3 teacher in the following areas:
  - (i)** Pedagogical excellence and expert teaching skills.
  - (ii)** Comprehensive knowledge and practice in developing innovative programs and curriculum.
  - (iii)** An ability to respond to emerging trends and issues within early childhood education, their service and community.
  - (iv)** Provision of leadership and role modelling to other early childhood staff within the service.
  - (v)** Provision of expert advice and support to parents and the broader community in the development and delivery of early childhood education.
  - (vi)** Actively pursues opportunities to advocate on behalf of children and the development and delivery of early childhood education by working

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collaboratively and effectively with appropriate groups in the broader community.

- (vii) Plays a significant role in leading and supporting programs determined by state and federal authorities.

#### **54.15 Implementation**

##### **Phase 1 – teachers at Level 2.5 for 12 months or more as at 1 February 2022**

- (a) A Capability Assessment shall be undertaken by the employer for teachers who satisfy the eligibility requirements in clause 54.13.
- (b) Teachers who meet the Capability Assessment set out in clause 54.14 shall increment to salary Level 3.1 on 1 February 2022.
- (c) The new incremental anniversary date for these teachers shall become 1 February annually.

##### **Phase 2 – Level 2.5 teachers who reach their 12 month anniversary after 1 July 2021**

- (d) Employers shall determine those teachers who satisfy the eligibility requirements as at their incremental anniversary date.
- (e) A Capability Assessment shall be undertaken for teachers who satisfy the eligibility requirements in clause 54.14.
- (f) Teachers who meet the Capability Assessment set out in clause 54.14 shall increment to salary Level 3.1 on their incremental anniversary date.

##### **Further salary incremental progression**

- (g) Teachers who increment to salary Level 3.1 shall be eligible to receive further increments as at their subsequent 12 month incremental anniversary dates.

#### **54.16 Adverse Findings**

- (a) In the event that a teacher is determined not to meet all of the requirements of the Capability Assessment, the teacher will be notified in writing.
- (b) The teacher may provide further evidence and information for consideration by the employer.
- (c) A teacher may access the provisions of Clause 11 – Dispute and Grievance Resolution in order to have the employer's decision reviewed.
- (d) If the employer's decision is overturned, the teacher shall increment to salary Level 3.1 on their prescribed incremental anniversary date.

#### **54.17 Request for re-assessment**

- (e) A teacher who does not meet the Capability Assessment requirements shall not be



eligible to be reassessed for 6 months from the date of the decision of the adverse finding.

- (f) If the reassessment results in a positive finding, movement to salary Level 3.1 shall occur as at the date of the finding and this date shall then become the teacher's new incremental anniversary date.

## **55 ALLOWANCES**

### **Teacher in charge**

- (a) A teacher in charge is one who is required to have overall responsibility for a service comprising two or more units.
- (b) 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.
- (c) The amount will be payable, while two or more units are operating including term breaks and for any period of four weeks prior to the commencement or resumption of any unit.

## **56 SATURDAY WORK RATES**

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.

## **57 TEACHER WORK AND WORKLOAD INDEX**

- 57.1** The parties are committed to ensuring that all children experience high quality teaching and that they are supported to become effective learners. It is important that children are provided with the highest quality learning conditions and teachers have every opportunity to deliver quality education.

The roles and responsibilities of teachers are set out in Schedule 4.

- 57.2** Group size, preparation and planning, high quality content, evaluation and assessment, collaborative partnerships with families and communities, a focus on leadership and learning are major factors impacting on improving outcomes for children.

Teachers should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and children should have ready access to quality early childhood education programs.

- 57.3** Teaching is a complex process to which a number of factors contribute, including but not limited to:

- (a) face to face teaching;
- (b) preparation, planning, assessment and observations, student supervision, reporting, organisational duties;

- (c) implementation of the National Law, National Regulations, education initiatives, learning frameworks and funding guidelines;
- (d) group size, ability, demands and behaviours of children, available resources and facilities; and
- (e) mentoring of pre-service teachers, teachers and educators;
- (f) performing the role of Educational Leader

**57.4** It is recognized that the allocation of teacher work, including the teaching and non- teaching duties, will be determined by the employer.

#### **57.5**

- (a) 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 teachers).
- (b) Temporary teachers will undertake face-to-face teaching duties and non-teaching duties on the same basis as full-time and part-time teachers.
- (c) Casual teachers will undertake teaching time on the following basis:
  - (i) Up to a maximum of 80% of their contracted hours for the first five consecutive working days for each engagement;
  - (ii) Up to a maximum of 25.5 hours per 38 hour working week where the engagement exceeds five consecutive working days;
  - (iii) On a pro-rata basis when engaged to work less than 38 hours per week where the engagement exceeds five consecutive working days.
- (d) Within the limits specified in 57.5(a) the following Workload Index will determine a reasonable workload for a teacher:
  - (i) An individual teacher's workload index is calculated by multiplying the face-to-face hours of the teacher by the number of children taught in a group, then adding the index for each group to determine the reasonable workload of that teacher which cannot exceed an index of 765.

Any calculation which results in a workload index of greater than 765 will be deemed to be an excessive or unreasonable workload.

- (ii) The maximum workload index applies pro-rata to part-time teachers.

#### **57.6 Non-teaching Duties**

- (a) In addition to face-to-face teaching, teachers will be required to undertake a range of other duties consistent with their classification level.

These duties may include, but are not limited to:

- (i) Planning, preparation, assessment and documentation;
  - (ii) Building, managing and maintaining collaborative partnerships with families and communities;
  - (iii) Meetings;
  - (iv) Reporting;
  - (v) Implementing government initiatives;
  - (vi) Organisational duties necessary to the efficient running of the kindergarten program;
  - (vii) Leadership, mentoring and advocacy.
- (a) In allocating these duties, the following factors will be taken into account:
- (i) Equitable distribution of duties;
  - (ii) Relative importance of the various duties to be undertaken;
  - (iii) Time required to perform, the duty;
  - (iv) Range and frequency of the tasks;
  - (v) Classification, qualifications, training and experience of the teacher; and
  - (vi) Planning, preparation and assessment requirements.
- (c) Casual teachers will undertake non-teaching time on the following basis:
- (i) A minimum of 20% of their contracted hours for the first five consecutive working days of each engagement;
  - (ii) No less than a minimum of 12.5 hours per 38 hour working week where the engagement exceeds five consecutive working days.
  - (iii) On a pro-rata basis when engaged to work less than 38 hours per week where the engagement exceeds five consecutive working days.

**57.7** The application of the workplace index is not intended to result in a reduction in time fractions for existing employees.

Where this occurs then the provisions of Clause 10 - Consultation will apply.

## **58 EXAMINATION AND GRADUATION LEAVE**

### **58.1 Leave to attend examinations**

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

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afternoon examination, leave will be granted for the whole of the day.

#### **58.2 Leave for the conferring of degrees and diplomas**

Employees shall be granted leave of absence, with pay, for the conferring on them of degrees or diplomas relevant to their profession.

### **59 PRESCHOOL FIELD OFFICERS**

Where a Preschool field officer is authorised by the employer to perform duties outside their normal working hours these shall be added to their annual leave an equivalent period in lieu of such additional time worked.

### **60 PAYMENT FOR PRE-SERVICE TRAINING**

Where a teacher, with the agreement of the employer, undertakes on behalf of a tertiary institution the training of a pre-service teacher on placement, any monies paid by the institution for the training placement if paid to the employer will be forwarded in full to the teacher without unnecessary delay.

### **61 GRADUATE TEACHER MENTORING**

- 61.1** The primary focus of a teacher in their first few years of teaching is on further developing skills and competencies needed to become an effective practitioner.
- 61.2** It is recognised that ongoing support and development of graduate teachers is critical for the teacher, the employer, the centre in which they teach, the communities in which they play a significant role, and for the students whose futures they shape.
- 61.3** The employer will provide appropriate support to graduate teachers who are working toward achieving full registration under the *Education and Training Reform Act 2006*.
- 61.4** The employer will facilitate access to a teacher mentor for the graduate teacher.
- 61.5** The graduate teacher will be inducted into the employer's policies and process, including reporting structures under the National Law.
- 61.6** The work allocated to a graduate teacher will recognise the need for graduate teachers to be allocated an appropriate amount of time to participate in the necessary induction, mentoring and development activities designed to assist them and ensure they have time to perform all of their required teaching and non-teaching duties over the 38-hour week or in their contracted hours.
- 61.7** If a teacher is requested to act as mentor for a graduate teacher, the employer will allocate an appropriate amount of time for mentoring activities and should ensure that this role can be undertaken having regard to the total work required of that teacher over the 38-hour week or in their contracted hours
- 61.8** Mentoring activities include but are not limited to:

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- (a) mentoring meetings;
  - (b) observing a teacher's practice or being observed;
  - (c) professional development;
  - (d) preparing or reviewing the registration evidence and documentation;
  - (e) attending the Victorian Institute of Teaching recommendation panel; or
  - (f) other activities required to move to full teacher registration approved by the employer

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## **PART E - TERMS AND CONDITIONS**

### **CERTIFICATE III EDUCATORS, DIPLOMA QUALIFIED EDUCATORS AND ACTIVITY GROUP LEADERS**

#### **62 DUTIES**

**62.1** The employer shall determine the duties to be allocated and the time to perform them.

**62.2** Where an Educator/Diploma Qualified Educator is required to perform duties other than:

- (i) as required under the direction and supervision of an Early Childhood Teacher: or
- (ii) that of a Diploma Qualified Educator delivering an Activity Group;

such as child care, the employment conditions related to the performance of such duties shall be as specified in the relevant council's enterprise agreement.

**62.3** Except as provided for in clause 62.2 the terms and conditions of employment shall be as specified in this agreement.

#### **63 SALARIES**

**63.1** The salaries payable to Diploma Qualified, Certificate III Educators and Activity Group Leaders shall be determined in accordance with the provisions of this clause and Schedule 2.

**63.2** The weekly rate of pay for a full-time employee will be determined by dividing the annual salary rate by 52.18 and the fortnightly rate by dividing the annual rate 26.09.

**63.3** Where the salary rates payable to a Certificate III Educator under this Agreement are lower than the salary paid to that educator, the educator's salary will be increased by 1.0% with effect from the first pay period on or after the dates detailed in Schedule 2 based on the educator's salary at that time.

**63.4** The first salary increases as specified in Schedule 2 will apply as from the first full pay period on or after 1 October 2020. The backpay payable for the period between the first full pay period on or after 1 October 2020 and the day on which the Agreement commences operation shall be payable within fourteen days of the Agreement's approval by the Fair Work Commission.

**63.5** Subsequent increases in the salary rates for classifications set out in Schedule 2 will be paid as from the first pay period commencing on or after the date specified in the Schedule.

### 63.6 Commencement salary

- (i) Educators who hold or are working towards a Certificate III qualification will commence at level 1.1
- (ii) Educators who are required to hold a diploma qualification will commence at level 2.1, or 2% above their current salary, whichever is the greater.
- (iii) Activity Group Leaders will commence at level 3.1 in the Activity Group Leader scale.

### 63.7 Alignment with the Award

The below tables outline the alignment of the classifications and levels in this Agreement with the Victorian Local Government (Early Childhood Education Employees) Award 2016.

#### Certificate III Educators

<b><i>Early Education Employee Agreement 2020</i></b>	<b><i>Victorian Local Government (Early Childhood Education Employees) Award 2016</i></b>
1.1	3.1
1.2	3.2
1.3	3.3
1.4	3.3
1.5	3.3
1.6	3.3

#### Diploma Qualified Educators

<b><i>Early Education Employee Agreement 2020</i></b>	<b><i>Victorian Local Government (Early Childhood Education Employees) Award 2016</i></b>
2.1	3.4
2.2	3.4
2.3	3.4

### Activity Group Leaders

<b>Early Education Employee Agreement 2020</b>	<b>Victorian Local Government (Early Childhood Education Employees) Award 2016</b>
3.1	4.1
3.2	4.2
3.3	4.3

### 63.8 Salary increment progression

- (a) Educators who do not hold a Certificate III in Children's Services and who are employed 7 days after the commencement of the Agreement cannot progress beyond level 1.2 of the Educators scale with increases being subject to the following provisions in the Regulations.

For the purposes of the Regulations, an educator is actively working towards a qualification if the educator—

- (1) is enrolled in the course for the qualification; and
  - (2) provides the approved provider with documentary evidence from the provider of the course that—
    - (i) the educator has commenced the course; and
    - (ii) is making satisfactory progress towards completion of the course; and
    - (iii) is meeting the requirements for maintaining the enrolment
- (b) Educators who do not hold a Certificate III in Children's Services and who were employed prior to the commencement of the Agreement cannot progress beyond level 1.3 of the Educators scale.
- (c) Educators who hold a Certificate III in Children's Services, equivalent or higher qualification appointed to a Certificate III position may progress to level 1.6 of the Educators scale.
- (d) Salary progression for Certificate III Educators and Diploma Qualified Educators to the next increment will be effective as from the first pay period on or after the completion of twelve months service since the last incremental anniversary date.
- (e) Educators at level 1.5 on commencement of the new structure can move to level 1.6 from 1 July 2021, provided they have been at level 1.5 at least 12 months.
- (f) Diploma qualified educators employed at level 2.1 will translate to new level 2.1 commencement of the new structure and can progress to level 2.2 from 1 July 2021 provided they have been at level 2.1 for at least 12 months.



- (g) Activity Group Leaders can progress between levels upon completion of twelve months service from the employee's last increment anniversary date.

## **64 ORDINARY HOURS OF WORK**

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.

## **65 OVERTIME**

### **65.1 Overtime rates**

- (a) An employee will be paid overtime for all authorised work performed outside the ordinary spread of hours or in excess of 38 hours per week as follows:

<b>Time Worked</b>	<b>Overtime rate</b>
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, Sundays and Public Holidays will be 3.25 hours

- (b) Overtime will be calculated daily.

### **65.2 Time off in lieu**

- (a) Notwithstanding clause 65.1, 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.
- (b) Such additional hours will accrue at a standard rate of one hour for each hour worked by the employee.
- (c) Converted hours shall be taken by agreement between the employee and the employer.

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## **66 EDUCATOR WORK**

- 66.1** Full-time Certificate III and Diploma educators will undertake contact duties up to a maximum of 30 hours per week and non-contact duties of a minimum of 8 hours per week with a weekly minimum allocation of one hour for each child attendance session (pro-rata for part-time educators).
- 66.2** Temporary educators will undertake contact and non-contact duties on the same basis as full-time and part-time employees.
- 66.3** Casual educators will undertake contact/non-contact duties according to the roster of the employee being replaced.
- 66.4** 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.
- 66.5** Non-contact time for Activity Group Leaders shall be allocated at a minimum of 20 minutes for each contact hour.

## **67 HIGHER DUTIES**

- 67.1** An Educator who is engaged as a Certificate III Educator and who holds an approved Diploma qualification may be requested by the employer to temporarily perform, the duties of a Diploma Qualified Educator and will be paid at level 2.1 of the Educators (Diploma Qualified) rate.
- 67.2** 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 an Activity Group Leader will be paid at level 3.1 of the Activity Group Leader rate.
- 67.3** An Educator 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 prescribed in clause 53.1.
- 67.4** Where the employee performs such duties the employee will be paid the higher classification for the whole period during which the duties are performed.
- 67.5** Higher duties may occur due to temporary absences including, but not limited to, approved leave, personal/carers and compassionate leave, other approved temporary absences e.g. training and vacancy due to employee termination.

## **68 ALLOWANCES**

The following allowances, where payable, will only be paid during term time.

### **68.1 First aid allowance**

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.

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## **68.2 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.

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## **SCHEDULE 1: EMPLOYERS**

Ballarat City Council

Banyule City Council

Corangamite Shire Council

Glenelg Shire Council

Golden Plains Shire Council

Greater Geelong City Council

Greater Shepparton City Council

Knox City Council

Latrobe City Council

Loddon Shire Council

Macedon Ranges Shire Council

Mitchell Shire Council

Moyne Shire Council

Northern Grampians Shire Council

Surf Coast Shire Council

Towong Shire Council

Warrnambool City Council

West Wimmera Shire Council

Wodonga City Council

Wyndham City Council

Yarra Ranges Shire Council

Yarriambiack Shire Council

## SCHEDULE 2: SALARY RATES

TABLE A: SALARY RATES - EARLY CHILDHOOD TEACHERS

### 52/52 MODEL OF EMPLOYMENT

Levels	1/10/2020	1/10/2021	1/10/2022	1/10/2023	1/10/2024
3.6	Annual	\$105,915	\$107,485	\$109,055	\$110,625
	Weekly	\$2,029.80	\$2,059.89	\$2,089.98	\$2,120.07
	Hourly	\$53.41	\$54.21	\$55.00	\$55.79
	Casual	\$66.77	\$67.76	\$68.75	\$69.74
3.5	Annual	\$99,281	\$100,537	\$101,793	\$103,048
	Weekly	\$1,902.66	\$1,926.73	\$1,950.80	\$1,974.87
	Hourly	\$50.07	\$50.70	\$51.34	\$51.97
	Casual	\$62.59	\$63.38	\$64.17	\$64.96
3.4	Annual	\$95,963	\$97,144	\$98,324	\$99,504
	Weekly	\$1,839.08	\$1,861.70	\$1,884.32	\$1,906.95
	Hourly	\$48.40	\$48.99	\$49.59	\$50.18
	Casual	\$60.50	\$61.24	\$61.98	\$62.73
3.3	Annual	\$92,646	\$93,770	\$94,895	\$96,019
	Weekly	\$1,775.50	\$1,797.05	\$1,818.60	\$1,840.15
	Hourly	\$46.72	\$47.29	\$47.86	\$48.42
	Casual	\$58.40	\$59.11	\$59.82	\$60.53
3.2	Annual	\$86,012	\$87,573	\$89,134	\$90,695
	Weekly	\$1,648.36	\$1,678.28	\$1,708.20	\$1,738.12
	Hourly	\$43.38	\$44.17	\$44.95	\$45.74
	Casual	\$54.22	\$55.21	\$56.19	\$57.17
3.1	Annual	\$81,015	\$82,797	\$84,579	\$86,361
	Weekly	\$1,552.60	\$1,586.75	\$1,620.91	\$1,655.06
	Hourly	\$40.86	\$41.76	\$42.66	\$43.55
	Casual	\$51.07	\$52.20	\$53.32	\$54.44
	Annual	\$112,195	\$113,766	\$115,336	\$116,906
	Weekly	\$2,150.16	\$2,180.25	\$2,210.34	\$2,240.44
	Hourly	\$56.58	\$57.38	\$58.17	\$58.96
	Casual	\$70.73	\$71.72	\$72.71	\$73.70
	Annual	\$104,304	\$105,560	\$106,816	\$108,072
	Weekly	\$1,998.93	\$2,023.00	\$2,047.07	\$2,071.14
	Hourly	\$52.60	\$53.24	\$53.87	\$54.50
	Casual	\$65.75	\$66.55	\$67.34	\$68.13
	Annual	\$100,685	\$101,865	\$103,046	\$104,226
	Weekly	\$1,929.57	\$1,952.19	\$1,974.82	\$1,997.44
	Hourly	\$50.78	\$51.37	\$51.97	\$52.56
	Casual	\$63.47	\$64.22	\$64.96	\$65.71
	Annual	\$97,143	\$98,268	\$99,392	\$100,517
	Weekly	\$1,861.70	\$1,883.25	\$1,904.80	\$1,926.35
	Hourly	\$48.99	\$49.56	\$50.13	\$50.69
	Casual	\$61.24	\$61.95	\$62.66	\$63.37
	Annual	\$92,256	\$93,817	\$95,378	\$96,939
	Weekly	\$1,768.03	\$1,797.95	\$1,827.87	\$1,857.79
	Hourly	\$46.53	\$47.31	\$48.10	\$48.89
	Casual	\$58.16	\$59.14	\$60.13	\$61.11
	Annual	\$88,143	\$89,925	\$91,708	\$93,490
	Weekly	\$1,689.21	\$1,723.37	\$1,757.52	\$1,791.68
	Hourly	\$44.45	\$45.35	\$46.25	\$47.15
	Casual	\$55.57	\$56.69	\$57.81	\$58.94

Levels	1/10/2020	1/4/2021	1/10/2021	1/4/2022	1/10/2022	1/4/2023	1/10/2023	1/4/2024
2.5	Annual	\$78,926	\$80,531	\$82,136	\$83,742	\$85,347	\$86,953	\$88,558
	Weekly	\$1,512.56	\$1,543.33	\$1,574.10	\$1,604.86	\$1,635.63	\$1,666.40	\$1,697.16
	Hourly	\$39.80	\$40.61	\$41.42	\$42.23	\$43.04	\$43.85	\$44.66
	Casual	\$49.76	\$50.77	\$51.78	\$52.79	\$53.80	\$54.82	\$55.83
2.4	Annual	\$76,838	\$78,283	\$79,728	\$81,173	\$82,618	\$84,064	\$85,509
	Weekly	\$1,472.55	\$1,500.25	\$1,527.94	\$1,555.64	\$1,583.33	\$1,611.03	\$1,638.73
	Hourly	\$38.75	\$39.48	\$40.21	\$40.94	\$41.67	\$42.40	\$43.12
	Casual	\$48.44	\$49.35	\$50.26	\$51.17	\$52.08	\$52.99	\$53.91
2.3	Annual	\$74,499	\$75,836	\$77,173	\$78,511	\$79,848	\$81,186	\$82,523
	Weekly	\$1,427.73	\$1,453.36	\$1,478.99	\$1,504.62	\$1,530.25	\$1,555.88	\$1,581.51
	Hourly	\$37.57	\$38.25	\$38.92	\$39.60	\$40.27	\$40.94	\$41.62
	Casual	\$46.96	\$47.81	\$48.65	\$49.49	\$50.34	\$51.18	\$52.02
2.2	Annual	\$72,285	\$73,513	\$74,740	\$75,967	\$77,194	\$78,422	\$79,649
	Weekly	\$1,385.31	\$1,408.83	\$1,432.35	\$1,455.87	\$1,479.39	\$1,502.91	\$1,526.42
	Hourly	\$36.46	\$37.07	\$37.69	\$38.31	\$38.93	\$39.55	\$40.17
	Casual	\$45.57	\$46.34	\$47.12	\$47.89	\$48.66	\$49.44	\$50.21
2.1	Annual	\$70,666	\$71,713	\$72,761	\$73,808	\$74,855	\$75,903	\$76,950
	Weekly	\$1,354.27	\$1,374.34	\$1,394.41	\$1,414.49	\$1,434.56	\$1,454.64	\$1,474.71
	Hourly	\$35.64	\$36.17	\$36.70	\$37.22	\$37.75	\$38.28	\$38.81
	Casual	\$44.55	\$45.21	\$45.87	\$46.53	\$47.19	\$47.85	\$48.51
1.2	Annual	\$65,379	\$65,379	\$66,033	\$66,693	\$67,360	\$68,034	\$68,714
	Weekly	\$1,252.95	\$1,252.95	\$1,265.48	\$1,278.13	\$1,290.92	\$1,303.82	\$1,316.86
	Hourly	\$32.97	\$32.97	\$33.30	\$33.64	\$33.97	\$34.31	\$34.65
	Casual	\$41.22	\$41.22	\$41.63	\$42.04	\$42.46	\$42.89	\$43.32
1.1	Annual	\$63,538	\$63,538	\$64,173	\$64,815	\$65,463	\$66,118	\$66,779
	Weekly	\$1,217.67	\$1,217.67	\$1,229.84	\$1,242.14	\$1,254.56	\$1,267.11	\$1,279.78
	Hourly	\$32.04	\$32.04	\$32.36	\$32.69	\$33.01	\$33.34	\$33.68
	Casual	\$40.05	\$40.05	\$40.46	\$40.86	\$41.27	\$41.68	\$42.10

**TABLE B: SALARY RATES – ADVISOR / PRESCHOOL FIELD OFFICERS**

**52/52 MODEL OF EMPLOYMENT**

Levels	1/10/2020	1/4/2021	1/10/2021	1/4/2022	1/10/2022	1/4/2023	1/10/2023	1/4/2024
2	Annual	\$109,425	\$111,707	\$113,989	\$116,271	\$118,553	\$120,835	\$123,117
	Weekly	\$2,097.06	\$2,140.79	\$2,184.53	\$2,228.26	\$2,272.00	\$2,315.73	\$2,359.47
	Hourly	\$55.19	\$56.34	\$57.49	\$58.64	\$59.79	\$60.94	\$62.09
	Casual	\$68.98	\$70.42	\$71.86	\$73.30	\$74.74	\$76.18	\$77.61
1	Annual	\$107,545	\$109,667	\$111,789	\$113,911	\$116,034	\$118,156	\$120,278
	Weekly	\$2,061.03	\$2,101.70	\$2,142.38	\$2,183.05	\$2,223.72	\$2,264.39	\$2,305.06
	Hourly	\$54.24	\$55.31	\$56.38	\$57.45	\$58.52	\$59.59	\$60.66
	Casual	\$67.80	\$69.14	\$70.47	\$71.81	\$73.15	\$74.49	\$75.82

**TABLE C: SALARY RATES – ACTIVITY GROUP LEADERS**

**52/52 MODEL OF EMPLOYMENT**

Levels	1/10/2020	1/4/2021	1/10/2021	1/4/2022	1/10/2022	1/4/2023	1/10/2023	1/4/2024
3.3	Annual	\$59,940	\$61,139	\$61,750	\$62,985	\$63,615	\$64,887	\$65,536
	Weekly	\$1,148.72	\$1,171.69	\$1,183.41	\$1,207.08	\$1,219.15	\$1,243.53	\$1,255.96
	Hourly	\$30.23	\$30.83	\$31.14	\$31.77	\$32.08	\$32.72	\$33.05
	Casual	\$37.79	\$38.54	\$38.93	\$39.71	\$40.10	\$40.91	\$41.31
3.2	Annual	\$59,054	\$60,235	\$60,838	\$62,054	\$62,675	\$63,928	\$64,568
	Weekly	\$1131.74	\$1154.38	\$1165.92	\$1189.24	\$1201.13	\$1225.15	\$1237.40
	Hourly	\$29.78	\$30.38	\$30.68	\$31.30	\$31.61	\$32.24	\$32.56
	Casual	\$37.23	\$37.97	\$38.35	\$39.12	\$39.51	\$40.30	\$40.70
3.1	Annual	\$58,181	\$59,345	\$59,939	\$61,137	\$61,749	\$62,984	\$63,614
	Weekly	\$1,115.02	\$1,137.32	\$1,148.69	\$1,171.66	\$1,183.38	\$1,207.05	\$1,219.12
	Hourly	\$29.34	\$29.93	\$30.23	\$30.83	\$31.14	\$31.76	\$32.08
	Casual	\$36.68	\$37.41	\$37.79	\$38.54	\$38.93	\$39.71	\$40.10

**TABLE D: SALARY RATES – ACTIVITY GROUP LEADERS**

**46/52 MODEL OF EMPLOYMENT**

Levels	1/10/2020	1/4/2021	1/10/2021	1/4/2022	1/10/2022	1/4/2023	1/10/2023	1/4/2024
3.3	Annual	\$53,024	\$54,084	\$54,625	\$55,718	\$56,275	\$57,400	\$57,974
	Weekly	\$1,016.17	\$1,036.50	\$1,046.86	\$1,067.80	\$1,078.48	\$1,100.05	\$1,111.05
	Hourly	\$26.74	\$27.28	\$27.55	\$28.10	\$28.38	\$28.95	\$29.24
	Casual	\$32.40	\$32.85	\$33.18	\$33.894	\$34,443	\$35,552	\$36,118
3.2	Annual	\$52,240	\$53,285	\$53,818	\$54,894	\$55,443	\$56,552	\$57,118
	Weekly	\$1,001.15	\$1,021.18	\$1,031.39	\$1,052.02	\$1,062.54	\$1,083.79	\$1,094.63
	Hourly	\$26.35	\$26.87	\$27.14	\$27.68	\$27.96	\$28.52	\$28.81
	Casual	\$31.468	\$32,498	\$33,023	\$34,083	\$34,624	\$35,716	\$36,273
3.1	Annual	\$51,468	\$52,498	\$53,023	\$54,083	\$54,624	\$55,716	\$56,273
	Weekly	\$986.36	\$1,006.09	\$1,016.15	\$1,036.47	\$1,046.84	\$1,067.77	\$1,078.45
	Hourly	\$25.96	\$26.48	\$26.74	\$27.28	\$27.55	\$28.10	\$28.38
	Casual	\$36.68	\$37.41	\$37.79	\$38.54	\$38.93	\$39.71	\$40.10



**TABLE E — SALARY RATES – EDUCATORS (DIPLOMA QUALIFIED)**

**52/52 MODEL OF EMPLOYMENT**

Levels	1/10/2020	1/4/2021	1/10/2021	1/4/2022	1/10/2022	1/4/2023	1/10/2023	1/4/2024
<b>2.3</b>	Annual	\$57,322	\$57,322	\$58,468	\$59,053	\$60,234	\$62,053	\$62,673
	Weekly	\$1,098.54	\$1,098.54	\$1,120.51	\$1,131.71	\$1,154.35	\$1,189.21	\$1,201.10
	Hourly	\$28.91	\$28.91	\$29.49	\$29.78	\$30.38	\$31.29	\$31.61
	Casual	\$36.14	\$36.14	\$36.86	\$37.23	\$37.97	\$39.12	\$39.51
<b>2.2</b>	Annual	\$56,475	\$56,475	\$57,604	\$58,180	\$59,344	\$61,136	\$61,747
	Weekly	\$1,082.30	\$1,082.30	\$1,103.95	\$1,114.99	\$1,137.29	\$1,171.63	\$1,183.35
	Hourly	\$28.48	\$28.48	\$29.05	\$29.34	\$29.93	\$30.83	\$31.14
	Casual	\$35.60	\$35.60	\$36.31	\$36.68	\$37.41	\$38.54	\$38.93
<b>2.1</b>	Annual	\$55,640	\$55,640	\$56,753	\$57,320	\$58,467	\$60,232	\$60,835
	Weekly	\$1,066.31	\$1,066.31	\$1,087.63	\$1,098.51	\$1,120.48	\$1,154.32	\$1,165.86
	Hourly	\$28.06	\$28.06	\$28.62	\$28.91	\$29.49	\$30.38	\$30.68
	Casual	\$35.08	\$35.08	\$35.78	\$36.14	\$36.86	\$37.97	\$38.35

**TABLE F — SALARY RATES – EDUCATORS (DIPLOMA QUALIFIED)**

**46/52 MODEL OF EMPLOYMENT**

Levels	1/10/2020	1/4/2021	1/10/2021	1/4/2022	1/10/2022	1/4/2023	1/10/2023	1/4/2024
<b>2.3</b>	Annual	\$50,708	\$50,708	\$52,239	\$53,284	\$53,817	\$54,893	\$55,442
	Weekly	\$971.78	\$971.78	\$991.22	\$1,001.13	\$1,021.15	\$1,051.99	\$1,062.51
	Hourly	\$25.57	\$25.57	\$26.08	\$26.35	\$27.14	\$27.68	\$27.96
	Annual	\$49,958	\$49,958	\$50,957	\$51,467	\$53,021	\$54,082	\$54,623
<b>2.2</b>	Weekly	\$957.42	\$957.42	\$976.57	\$986.34	\$1,016.12	\$1,036.45	\$1,046.81
	Hourly	\$25.20	\$25.20	\$25.70	\$25.96	\$26.48	\$27.27	\$27.55
	Annual	\$49,220	\$49,220	\$50,204	\$50,706	\$52,238	\$53,282	\$53,815
	Weekly	\$943.27	\$943.27	\$962.14	\$971.78	\$1,001.11	\$1,021.13	\$1,031.34
<b>2.1</b>	Hourly	\$24.82	\$24.82	\$25.32	\$25.57	\$26.34	\$26.87	\$27.14

**TABLE G —EDUCATORS (CERTIFICATE III QUALIFIED)**

**52/52 MODEL OF EMPLOYMENT**

<b>Levels</b>	<b>1/10/2020</b>	<b>1/4/2021</b>	<b>1/10/2021</b>	<b>1/4/2022</b>	<b>1/10/2022</b>	<b>1/4/2023</b>	<b>1/10/2023</b>	<b>1/4/2024</b>
<b>1.6</b>								
Annual	\$55,375	\$55,375	\$56,136	\$56,897	\$57,657	\$58,418	\$59,179	\$59,940
Weekly	\$1,061.23	\$1,061.23	\$1,075.81	\$1,090.39	\$1,104.97	\$1,119.55	\$1,134.13	\$1,148.71
Hourly	\$27.93	\$27.93	\$28.31	\$28.69	\$29.08	\$29.46	\$29.65	\$30.23
Casual	\$34.91	\$34.91	\$35.39	\$35.87	\$36.35	\$36.83	\$37.31	\$37.79
<b>1.5</b>								
Annual	\$52,702	\$52,702	\$53,756	\$54,293	\$55,379	\$55,933	\$57,052	\$57,622
Weekly	\$1,010.00	\$1,010.00	\$1,030.20	\$1,040.50	\$1,061.31	\$1,071.93	\$1,093.37	\$1,104.30
Hourly	\$26.58	\$26.58	\$27.11	\$27.38	\$27.93	\$28.21	\$28.77	\$29.06
Casual	\$33.22	\$33.22	\$33.89	\$34.23	\$34.91	\$35.26	\$35.97	\$36.33
<b>1.4</b>								
Annual	\$51,291	\$51,291	\$52,317	\$52,840	\$53,897	\$54,436	\$55,525	\$56,080
Weekly	\$982.97	\$982.97	\$1,002.63	\$1,012.66	\$1,032.91	\$1,043.24	\$1,064.10	\$1,074.74
Hourly	\$25.87	\$25.87	\$26.38	\$26.65	\$27.18	\$27.45	\$28.00	\$28.28
Casual	\$32.33	\$32.33	\$32.98	\$33.31	\$33.98	\$34.32	\$35.00	\$35.35
<b>1.3</b>								
Annual	\$50,418	\$50,418	\$51,416	\$51,930	\$52,969	\$53,499	\$54,569	\$55,114
Weekly	\$966.23	\$966.23	\$985.36	\$995.22	\$1,015.12	\$1,025.27	\$1,045.78	\$1,056.23
Hourly	\$25.43	\$25.43	\$25.93	\$26.19	\$26.71	\$26.98	\$27.52	\$27.80
Casual	\$31.78	\$31.78	\$32.41	\$32.74	\$33.39	\$33.73	\$34.40	\$34.74
<b>1.2</b>								
Annual	\$48,831	\$48,831	\$49,798	\$50,296	\$51,302	\$51,815	\$52,851	\$53,379
Weekly	\$935.81	\$935.81	\$954.35	\$963.89	\$983.17	\$993.00	\$1,012.86	\$1,022.99
Hourly	\$24.63	\$24.63	\$25.11	\$25.37	\$25.87	\$26.13	\$26.65	\$26.92
Casual	\$30.78	\$30.78	\$31.39	\$31.71	\$32.34	\$32.66	\$33.32	\$33.65
<b>1.1</b>								
Annual	\$47,195	\$47,195	\$48,183	\$48,664	\$49,638	\$50,134	\$51,137	\$51,648
Weekly	\$904.46	\$904.46	\$923.39	\$932.63	\$951.28	\$960.79	\$980.01	\$989.81
Hourly	\$23.80	\$23.80	\$24.30	\$24.54	\$25.03	\$25.28	\$25.79	\$26.05
Casual	\$29.75	\$29.75	\$30.37	\$30.68	\$31.29	\$31.60	\$32.24	\$32.56

**TABLE F --EDUCATORS (CERTIFICATE III QUALIFIED)**

**46/52 MODEL OF EMPLOYMENT**

<b>Levels</b>	<b>1/10/2020</b>	<b>1/4/2021</b>	<b>1/10/2021</b>	<b>1/4/2022</b>	<b>1/10/2022</b>	<b>1/4/2023</b>	<b>1/10/2023</b>	<b>1/4/2024</b>
<b>1.6</b>	Annual	\$48,986	\$48,986	\$49,659	\$50,332	\$51,005	\$51,678	\$52,351
	Weekly	\$938.78	\$938.78	\$951.68	\$964.58	\$977.47	\$990.37	\$1,003.27
	Hourly	\$24.70	\$24.70	\$25.04	\$25.38	\$25.72	\$26.06	\$26.40
<b>1.5</b>	Annual	\$46,621	\$46,621	\$47,553	\$48,029	\$48,989	\$49,479	\$50,469
	Weekly	\$893.46	\$893.46	\$911.33	\$920.45	\$938.85	\$948.24	\$967.21
	Hourly	\$23.51	\$23.51	\$23.98	\$24.22	\$24.71	\$24.95	\$25.45
<b>1.4</b>	Annual	\$45,373	\$45,373	\$46,281	\$46,743	\$47,678	\$48,155	\$49,118
	Weekly	\$869.55	\$869.55	\$886.94	\$895.81	\$913.73	\$922.86	\$941.32
	Hourly	\$22.88	\$22.88	\$23.34	\$23.57	\$24.05	\$24.29	\$24.77
<b>1.3</b>	Annual	\$44,600	\$44,600	\$45,484	\$45,938	\$46,857	\$47,326	\$48,272
	Weekly	\$854.74	\$854.74	\$871.67	\$880.38	\$897.99	\$906.97	\$925.11
	Hourly	\$22.49	\$22.49	\$22.94	\$23.17	\$23.63	\$23.87	\$24.34
<b>1.2</b>	Annual	\$43,196	\$43,196	\$44,052	\$44,492	\$45,382	\$45,836	\$46,753
	Weekly	\$827.84	\$827.84	\$844.23	\$852.67	\$869.72	\$878.42	\$895.99
	Hourly	\$21.79	\$21.79	\$22.22	\$22.44	\$22.89	\$23.12	\$23.58
<b>1.1</b>	Annual	\$41,749	\$41,749	\$42,623	\$43,049	\$43,910	\$44,349	\$45,236
	Weekly	\$800.10	\$800.10	\$816.85	\$825.02	\$841.52	\$849.93	\$866.93
	Hourly	\$21.06	\$21.06	\$21.50	\$21.71	\$22.15	\$22.37	\$22.81
								\$23.04

### SCHEDULE 3: SALARY PACKAGING AGREEMENT

THIS SALARY PACKAGING AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN:

----- "The Council"

-----

-----

[insert Employer's name and address]

----- "The Employee"

-----

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[insert employee's name and address]

RECITALS:

- A This salary packaging agreement is entered into pursuant to Clause 28- Salary Packaging.
- B The employee acknowledges that prior to entering into this agreement the employee has read and fully understood the provisions of Clause 27 including the Employer's requirement that the employee seek independent advice as to whether or not the employee should enter into this agreement.
- C The employee acknowledges that the employee has relied on their own independent advice and/or inquiries and not on any document or information provided by the Employer in relation to entering into this agreement.
- D The employee shall pay for all reasonable administration and other costs, including set up and termination costs, associated with salary packaging.
- E The Employer and the employee have agreed on the terms set out in this agreement in order to provide a benefit of greater flexibility and choice to the employee.

## 1 Operative Provisions

- a. This agreement shall commence to operate from the \_\_\_\_\_ day of \_\_\_\_\_ until it is terminated by either party under the provisions of the Agreement.
- b. The structure of the Salary Packaging Arrangement shall be as follows for the period of this Agreement:

Salary of :	\$	per annum	\$
Pre-tax superannuation:			\$
Other benefits:	_____		\$
	_____		\$
	_____		\$
TOTAL			\$

- c. If there is an increase or decrease for any reason in the salary that would otherwise be due to the employee under Clauses 54 or 63 and Schedule 2 - Salary Rates of the approved agreement, the salary set out in this agreement shall be adjusted to reflect the variation. Unless otherwise agreed with the Employer, the Employer shall not be obliged to vary this agreement at the request of the employee unless the employee has provided a notice of variation in writing to the Council of not less than one month prior to the date on which the variation is to take effect.

## 2 Termination of this Agreement

- a. The Employer and the employee may for any reason give written notice to the other party to terminate this agreement in which case termination shall come into effect one month after receipt of the written notice or on some other agreed date; or
- b. This salary packaging agreement terminates upon the termination of employment of the employee.

## 3 Provision of Information

- a. The Employer shall provide the employee with a signed copy of this agreement and, upon request by the employee, any other information that can reasonably be provided in relation to this salary packaging agreement.

#### **4 Suspension of Salary Packaging Arrangement**

- a. During the operation of this agreement, if the employee proceeds on leave without pay, then, during this period, the Employer shall not be obliged to comply with its obligations under this agreement.
- b. However, from the date the employee again commences paid work for the Employer, the Employer shall act in accordance with this agreement unless the agreement is terminated in writing by the employee by the giving of one month's notice prior to the date of recommencing their duties.

-----

Signed by Employee

Name: ..... Date: .....

-----

Signed on behalf of Employer

Name: ..... Date: .....

## **SCHEDULE 4: ROLES AND RESPONSIBILITIES**

### **EDUCATORS – LEVEL 1**

Educators in this Level:

- have completed AQF Certificate III in Children's Services or an equivalent qualification approved by
- ACECQA, or
- are working towards an AQF Certificate III in Children's Services or equivalent qualification approved by ACECQA, or
- have previously completed the grandfathering provisions approved by the regulator.

The following are core competencies expected of a Level 1 Educator:

Comprehensive knowledge of:

- the Education and Care Services National Law and Regulations;
- the National Quality Standard and their role as a member of the early childhood education team in working toward achievement of the standards;
- the early years learning and development frameworks that is applied at their service;
- the policies and procedures of the employer.

Level 1 Educators work as a member of the early childhood education team under the direction of the Early Childhood Teacher as appropriate to the program. Within this context, the following specific provisions apply to each Level within this Level:

The Level 1 Educator classification comprises 6 Levels, reflecting the educator's experience and skills.

#### **Level 1.1**

An Educator at Level 1.1 will: under general supervision and with guidance:

- Assist in the implementation of the daily routine completing tasks and activities without constant direction;
- Have a good understanding of and participate when required in emergency procedures;
- Assist with the preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities;
- Attend to the physical, social and emotional needs of children on an individual and group basis;
- Achieve a warm and friendly relationship with children that is supportive and responsive to their needs;
- Foster play and cognitive development in children;
- Assist in developing good relations with families attending the service;

- Work positively and appropriately with all staff and parents, individual committee members and the employer in the provision of services;
- develop an understanding of and contribute to the development and implementation of the program planned for the children;
- Undertake general observation of children, and report findings to the early childhood teacher as appropriate.

### ***Level 1.2***

Under general supervision and with guidance, undertake all tasks of preceding Level as required plus:

- Assist in working with individuals and small groups of children, both spontaneous and organised in accordance with the teacher's plans;
- Encourage parents to participate in the program and the service's activities.

### ***Level 1.3***

Under general supervision, undertake all tasks of preceding Levels as required plus:

- Undertake written observations of children as required, and provide these notes to the early childhood teacher;
- Use observations and records to actively assist in the development and implementation of aspects of the program as required;
- Work with children individually or in groups as directed by the teacher;
- Under direction, liaise with parents around issues concerning their individual children and general kindergarten matters as required.

### ***Level 1.4***

Under limited supervision, undertake all tasks of preceding Levels as required plus:

- Undertake detailed written observations of children as required;
- Use observations, individual children's profiles/records, and following consultation with the teacher, plan designated activities for specific areas of the program;
- implement the specific program area for which they have been designated planning responsibility;
- take observations of the children participating in the activity for which they have responsibility.



### **Level 1.5 and 1.6**

Under occasional supervision and autonomously at times, undertake all tasks of preceding Levels as required plus:

- In consultation with the teacher, plan and supervise adjacent program areas and take observations of the children participating within them;
- work with groups of children in planned group activities;
- Assist with the supervision of volunteers, students on placement or undertaking work experience.

## **EDUCATORS – LEVEL 2**

Educators in this Level:

- have completed an approved Diploma in Children's Services or equivalent; or
- are working towards a Diploma in Children's Services or an equivalent qualification approved by ACECQA, and
- are appointed by the employer in a position that requires a diploma qualification for the purposes of the National Law or Regulations.

A Level 2 Educator will under occasional supervision and/or autonomously as required by the teacher, undertake all tasks of the Level 1 Educator as required, plus the following:

- In collaboration with the teacher, take detailed written observations of children and implement more formal assessment processes;
- At times, work with whole groups of children.
- Assist in the preparation, implementation and evaluation of the program, including take responsibility for planning for individuals and groups/activities in consultation with the early childhood teacher.
- Ensure a safe environment is maintained for both staff and children.
- Ensure that in consultation with the early childhood teacher, records are maintained accurately for each child.

## **ACTIVITY GROUP LEADERS**

### ***Educators in this Level:***

- have completed an Approved Diploma in Children's Services or equivalent; or
- are working towards a Diploma in Children's Services or an equivalent qualification approved by the ACECQA and
- are appointed by the employer to plan and deliver a program other than a funded kindergarten program.

The Activity Group Leader classification comprises three Levels. General skills, knowledge and competencies required for educators in this Level are:

- comprehensive knowledge of the Education and Care Services National Law and Regulations and acting in accordance with their requirements
- comprehensive knowledge of the Learning and Development Frameworks applied at the member of the early childhood education team in working toward achievement of the standards
- thorough understanding of the policies and procedures of the employer and assisting in their implementation.

### ***Indicative duties***

- Day-to-day supervision, direction and leadership to the Educator/s/Diploma Qualified Educators with whom they work.
- Plan, deliver and evaluate, in consultation with the Educational Leader, an early childhood education program which is developmentally appropriate for the group and individual children and in accordance with the relevant frameworks.
- Develop and maintain positive relationships with parents that encourage their participation in and contribution to their child's education.
- Work positively with other staff and provide supervision and support, where required within the organisational structure.
- Ensure a safe environment is maintained for both staff and children.
- Provide meaningful information to parents about their child's progress and ensure that accurate records are maintained for each child in their care.
- Ensure that the service's policies and procedures are adhered to.
- Undertake a Level on non-contact duties and administrative functions necessary to the operation of the service.

## **EARLY CHILDHOOD TEACHERS**

The early childhood teacher is responsible for the planning, preparation and delivery of programs to achieve specific child outcomes consistent with the National Quality Standard and the Learning and Development Framework.

## **LEVEL 1 TEACHERS**

Level 1 teachers are new entrants to the teaching profession who have been prepared in their pre-service training to be competent teachers. The focus of a Level 1 teacher is on implementing an effective educational program that supports children's learning and development. They utilise their knowledge of pedagogy, child development and curriculum, teaching, learning and assessment theories. Level 1 teachers also focus on the further development of their knowledge, skills and competences to refine their practice to become effective practitioners. They will actively seek support from colleagues to assist the development of their knowledge, skills and competencies.

### ***Indicative duties***

- Plan and deliver an early childhood education program which meets the needs of children and the group and is in accordance with the relevant frameworks.
- Develop and maintain positive relationships with parents and encourage their participation in and contribution to their child's education.
- Provide meaningful information to parents about their child's progress and ensure accurate records are maintained for each child.
- Work positively with other staff and provide supervision and support, where required within the organisational structure.
- Work collaboratively with colleagues, other members of the profession and others in the community who contribute to the child's educational or developmental progress and wellbeing.
- Identify the relevant local community linkages and resources and commence to form contact with these links.
- Complete organisational and administrative duties as required.
- Ensure the service's policies and procedures are adhered to.
- Have responsibility for fulfilling their legal responsibilities and accountability requirements.
- Contribute appropriately to the effective management of the service including the service's Quality Improvement Plan.

- Actively seek support and advice from the Educational Leader, peers and other early childhood professionals.
- Ensure a safe environment is maintained at all times.

## **LEVEL 2 TEACHERS**

Level 2 teachers are skilled teachers who have established their teaching practice. Teachers at this Level will demonstrate a high Level of knowledge and practice to utilize a Level of teaching, learning and assessment strategies to purposefully enhance the learning of individual children.

### ***Indicative duties***

- Undertake all duties listed for Level 1 teachers.
- Consistently evaluate and reflect upon their practice and the educational outcomes of children with a view to improving their practice.
- Maintain a contemporary knowledge of educational theories and issues and consistently seek out opportunities to enhance their skills through professional development, engagement with colleagues and more knowledgeable peers and other relevant professionals.
- Share with other early childhood staff and parents their knowledge and expertise in teaching approaches and child development.
- Actively participate in discussions to promote better practices and outcomes with a Level of audiences and groups.
- Actively encourage the involvement of parents and seek to establish positive relationships and links with other service providers and community groups.

## **LEVEL 3 TEACHERS**

The focus of the Level 3 teacher is on pedagogical excellence and demonstration of expert teaching skills. They will be able to demonstrate comprehensive knowledge and practice reflected by developing innovative programs of curriculum. They will be responsive to emerging trends and issues within early childhood education, their service and the community.

Level 3 (Exemplary) teachers provide educational leadership within the centre/service and they contribute to the professional growth of other teachers and educators at the service. They model outstanding professional behaviour and work consistently to strengthen and initiate improvements to the quality of programs and service provision. They will take a leading role in sharing knowledge of teaching approaches and child development to support peers. They will take a leading role in providing mentoring support for Level 1 and 2 teachers, either on site, or through network arrangements. They actively seek opportunities to promote and strengthen links with other relevant services.

### ***Indicative duties***

- All duties as listed above
- Provide leadership and role modelling to other early childhood staff within the service
- Provide expert advice and support to parents and the broader community in the development and delivery of early childhood education.
- Actively pursue opportunities to advocate on behalf of children and for the development and

delivery of early childhood education by working collaboratively and effectively with appropriate groups in the broader community.

- Play a significant role in leading and supporting the achievement of the improved outcomes for early childhood programs determined by state and federal priorities

### **PRESCHOOL FIELD OFFICER (PSFO)**

A Preschool Field Officer is required to support access and participation of children with additional needs in early childhood and/or intervention programs.

## **SCHEDULE 5: TEACHER STANDARDS**

### **PROFESSIONAL KNOWLEDGE DOMAIN**

#### **Level 1**

##### **STANDARD 1**

###### **Knowledge of child development theory and research**

This may be demonstrated by indicators such as:

- G1.1 Teachers know and understand the theories and expected milestones across different areas of children's development including cognitive, emotional, motor, social and language and how these inform their work.
- G1.2 Teachers know and understand the impact of culture, family, genetic inheritance, birth order and life experience on development and how to apply this understanding to program planning, implementation and evaluation.
- G1.3 Teachers know and understand the influence on children's behaviour and draw on this knowledge when addressing challenging, unpredictable or unusual behaviour.

##### **STANDARD 2**

###### **Know the children they teach**

This may be demonstrated by indicators such as:

- G2.1 Teachers know and understand the learning strengths and interests of the children they teach and are aware of the factors that influence their learning.
- G2.2 Teachers develop an understanding and respect for the children they teach as individuals, and are sensitive to their needs and understand the role of reciprocal relationships in their development.
- G2.3 Teachers know the importance of working with and communicating regularly with children's families to support their learning.

##### **STANDARD 3**

###### **Know and understand the diversity of Australian society**

This may be demonstrated by indicators such as:

- G3.1 Teachers are aware of the social, cultural, and religious backgrounds of the children they teach, and treat children equitably.

#### **STANDARD 4**

**A sound knowledge of curriculum approaches, how children learn and how to teach them effectively.**

This may be demonstrated by indicators such as:

- G4.1 Teachers draw on the body of knowledge about early childhood education pedagogy and on contemporary research into teaching and learning to support their practice.
- G4.2 Teachers know how to engage children in active learning.
- G4.3 Teachers know how learning environments and program design and methodologies, use of materials, resources and technologies, and the structure of activities impact on and support learning.

#### **STANDARD 5**

**Have a sound knowledge of current learning, teaching and assessment theories**

This may be demonstrated by indicators such as:

- G5.1 Teachers utilize current curriculum theory to underpin the teaching program.
- G5.2 Teachers understand and implement the cycle of teaching, learning and assessment processes.

### **Level 2**

#### **STANDARD 6**

**Demonstrate a high level of knowledge of relevant curriculum approaches and areas, children's learning processes and resources, and how to implement programs which enhance children's learning.**

This may be demonstrated by indicators such as:

- A6.1 Teachers reflect on the principles of teaching and learning and the current educational context and how to apply this understanding to program development and Implementation.

#### **STANDARD 7**

**Are competent in the knowledge of current learning teaching and assessment theories**

This may be demonstrated by indicators such as:

- A7.1 Teachers can discuss developments in current learning, teaching and assessment theories.
- A7.2 Teachers can articulate to others how current learning, teaching and assessment theory relates to the kindergarten program and where it is being applied.
- A7.3 Teachers can fully understand the cycle of teaching, learning and assessment processes.

## **LEVEL 3**

### **STANDARD 8**

**Demonstrate a comprehensive knowledge of exemplary practice in relevant curriculum approaches and areas.**

This may be demonstrated by indicators such as:

- E8.1 Teachers use this knowledge to reflect on the program being taught and how to adapt and refine their practice in light of this reflection.

### **STANDARD 9**

**Demonstrate a high level of knowledge of current teaching, learning and assessment theories**

This may be demonstrated by indicators such as:

- E9.1 Teachers can articulate and discuss actual and emerging trends in the theoretical underpinnings of current learning and assessment theories and how this relates to their practice.



## PROFESSIONAL PRACTICE DOMAIN

### GRADUATE

#### STANDARD 10

**Plan for effective learning which is based on children's strengths and interests**

This may be demonstrated by indicators such as:

- G10.1 Teachers use their knowledge of child development theory, the children and their pedagogy to plan appropriate clear and achievable learning goals for the children they teach individually and collectively.
- G10.2 Teachers plan for all the children using a range of teaching and learning activities, environment, resources, materials and technologies to provide meaningful learning opportunities that are appropriate to the learning styles and interests of the children.
- G10.3 Teachers support individual children with additional needs by identifying and engaging additional resources, advice and support.
- G10.4 Teachers include concepts of diversity in the program, promote an inclusive environment and seek advice and support from appropriate sources.
- G10.5 Teachers are sensitive to the expectations of the community in which they teach.

#### STANDARD 11

**Teachers monitor, assess and record children's' learning and development to provide the basis for ongoing planning and reporting to parents.**

This may be demonstrated by indicators such as:

- G11.1 Teachers monitor children's engagement in learning and maintain records of their learning progress.
- G11.2 Teachers, as learning occurs, provide feedback to children which is authentic, meaningful, specific and affirming.
- G11.3 Teachers provide feedback to parents/guardians about the developing knowledge and skills of children in ways which are meaningful and encourages the parents'/guardians' involvement in their child's learning.
- G11.4 Teachers select assessment strategies to evaluate children's learning, to provide feedback to students and their parents/guardians and to inform further planning of teaching and learning required.
- G11.5 Teachers develop an understanding of an integrate-d approach to planning which reflects the emergent strengths and interests of children.
- G11.6 Teachers have developing knowledge of different forms of assessment and their use in planning for children's learning and development.

G11.7 Teachers gather assessment information that is a valid indicator of children's interests, strengths and achievements.

## **STANDARD 12**

**Evaluate and reflect on teaching and learning with a view to improvement.**

This may be demonstrated by indicators such as:

G12.1 Teachers reflect on own teaching approaches and strategies and adapt these to support and enhance children's' learning.

## **STANDARD 13**

**Use a range of teaching practices and resources to engage children in effective learning.**

This may be demonstrated by indicators such as:

G13.1 Teachers provide and manage opportunities for children to explore ideas and develop knowledge and skills, through discussion and appropriate learning experiences.

G13.2 Teachers facilitate opportunities for children to be active participants in the learning process and to demonstrate enthusiasm and enjoyment in learning.

## **STANDARD 14**

**Create and maintain safe and challenging learning environments.**

This may be demonstrated by indicators such as:

G14.1 Teachers provide a learning environment that engages and challenges the children they teach and encourages them to take responsibility for their own learning.

G14.2 Teachers use and manage materials, resources and physical space to create a stimulating and safe environment for learning.

G14.3 Teachers establish and maintain clear expectations for children as learners and utilise a positive approach when establishing limits for appropriate behaviour.

G14.4 Teachers are consistent when implementing behaviour guidance strategies and seek professional support when necessary.

## **STANDARD 15**

**Support children to take an increasing role in their own learning.**

This may be demonstrated by indicators such as:

- G15.1 Teachers develop the ability to involve children in assessment of, and planning for, their own learning.
- G15.2 Teachers create a positive environment where children have the confidence to accept challenges with their learning.

## **LEVEL 2**

### **STANDARD 16**

**Fully apply their knowledge and demonstrate high-quality classroom teaching skills by successfully employing flexible and adaptive approaches and constructive strategies which allow children to reach their full potential.**

This may be demonstrated by indicators such as:

- A16.1 Teachers implement a range of teaching strategies which provide opportunities for each child to learn and experience success and which support the child's developing identity as a learner.
- A16.2 Teachers establish a teaching style which challenges and supports all children to do their best by engaging and motivating children and taking positive steps to improve the quality of children's learning.
- A16.3 Teachers provide targeted assistance to children requiring individual support.
- A16.4 Teachers acknowledge and are responsive to the particular knowledge and experiences of children and families from diverse backgrounds and have an increasing ability to provide an inclusive program.
- A16.5 Teachers engage relevant professionals and others to assist in strengthening the inclusive practices in the program.

### **STANDARD 17**

**Successfully apply assessment and reporting strategies that take account of relationships between teaching, learning and assessment.**

This may be demonstrated by indicators such as:

- A17.1 Teachers can identify where the cycle of teaching, learning and assessment processes have been applied.
- A17.2 Teachers develop an integrated approach to planning which reflects the emergent strengths and interests of children.
- A17.3 Teachers involve children in assessment of, and planning for, their own learning.
- A17.4 Teachers actively communicate with parent(s) in a variety of ways about the learning and developmental progress of their child. This information will highlight the achievement of the child and assist parents in supporting the child's success.

## **STANDARD 18**

**Utilise specific assessment tools in a purposeful manner.**

This may be demonstrated by indicators such as:

- 18.1 Teachers use different forms of assessment as a basis for planning for children's learning and development.

## **STANDARD 19**

**Evaluate and reflect upon the teaching and learning process in light of the most recent teaching and learning theories, with a particular emphasis on the use of recent literature and advice from more knowledgeable peers.**

This may be demonstrated by indicators such as:

- A19.1 Teachers consistently seek out new ways to facilitate learning and development.
- A19.2 Teachers use resources and technologies that are appropriate to the learning styles and interests of children and in such a way that supports children's further exploration and learning.

## **LEVEL 3**

### **STANDARD 20**

**Demonstrate and model exemplary practice in their teaching and learning skills.**

This may be demonstrated by indicators such as:

- E20.1 Teachers' use of their knowledge is reflected in their curriculum.
- E20.2 Teachers implement consistent and highly effective programs plans which evidence sequences of extended learning relevant to children's' individual needs.
- E20.3 Teachers consistently adapt their range of strategies to provide the opportunity for each child to learn and experience success.
- E20.4 Teachers consistently plan and provide for different learning styles and interests.
- E.20.5 Teachers provide programs which are responsive to emerging needs and which are adaptable to unexpected needs.
- E20.6 Teachers apply the knowledge of the particular life experiences and knowledge of children from diverse backgrounds and consistently provide an inclusive program that responds to emerging understandings.
- E20.7 Teachers consistently seek out new ways to facilitate learning and development through access to a range of resources including technology.
- E20.8 Teachers initiate the development of teaching resources.

## **STANDARD 21**

**Demonstrate expertise and refined approaches in all aspects of assessment and evaluation practices.**

This may be demonstrated by indicators such as:

- E21.1 Teachers develop and regularly adapt assessment and evaluation tools.
- E21.2 Teachers have a comprehensive understanding of an integrated approach to planning which recognizes the emergent strengths and interests of children.
- E21.3 Teachers involve children in assessment of, and planning for, their own learning.

## **STANDARD 22**

**Demonstrate a wide range of teaching strategies and assessment methods that support children's' learning.**

This may be demonstrated by indicators such as:

- E22.1 Teachers use the full range of teaching strategies and approaches to engage children in learning.
- E22.2 Teachers can demonstrate a fully integrated cycle of teaching, learning and assessment which is documented and easily conveyed.

## **STANDARD 23**

**Teachers consistently adapt the teaching processes and learning strategies in recognition of recent research findings and action research.**

This may be demonstrated by indicators such as:

- E23.1 Teachers continually reflect and adapt their teaching approaches and strategies to support and enhance children's learning.

## PROFESSIONAL ENGAGEMENT & COMMITMENT DOMAIN

### LEVEL 1

#### STANDARD 24

**Establish positive relationships with parents, colleagues and members of the community and respect their individuality.**

This may be demonstrated by indicators such as:

G24.1 Teachers demonstrate respect for the right of parents, colleagues to have their own beliefs and values.

#### STANDARD 25

**Demonstrate skills for effective communication.**

This may be demonstrated by indicators such as:

G25.1 Teachers use a range of communication strategies.

G25.2 Teachers can adapt and select appropriate strategies for communicating effectively with a diverse range of people.

G25.3 Teachers maintain confidentiality, respect and trust.

G25.4 Teachers recognize, encourage and value the input of parents/guardians and families to the kindergarten.

#### STANDARD 26

**Reflect on, evaluate and improve their professional knowledge and practice through engagement as an ongoing learner.**

This may be demonstrated by indicators such as:

G26.1 Teachers regularly reflect on and critically evaluate their professional knowledge and the effectiveness of their teaching.

G26.2 Teachers share knowledge and work collaboratively with colleagues and other members of the profession and engage in discussion of contemporary issues and research to improve professional practice.

G26.3 Teachers share knowledge of effective teaching and learning practices and provide guidance in order to support other staff in providing a positive learning environment for children.

G26.4 Teachers identify their own professional learning needs and plan for and engage in professional development activities.

G26.5 Teachers seek support from colleagues when appropriate.

G26.6 Teachers develop organizational and administrative skills to manage their non-teaching duties effectively.

## **STANDARD 27**

**Are active members of their profession.**

This may be demonstrated by indicators such as:

G27.1 Teachers contribute to the development of kindergarten communities that support the learning and wellbeing of both children and fellow teachers.

## **STANDARD 28**

**Teachers promote learning and advocate the value of education and the profession of teaching in the wider community.**

This may be demonstrated by indicators such as:

G28.1 Teachers understand and fulfill their legal responsibilities and share responsibility for the integrity of their profession.

## **LEVEL 2**

### **STANDARD 29**

**Demonstrate high-level communication skills and professional behaviour when interacting with parents or guardians, children, colleagues, early childhood professionals and members of the community.**

This may be demonstrated by indicators such as:

A29.1 Teachers consistently demonstrate high level communication skills when interacting with staff, children, parents and members of the broader kindergarten community.

A29.2 Teachers adapt and select appropriate strategies for communicating effectively with a diverse range of people.

A29.3 Teachers establish effective working relationships with other staff members.

A29.4 Teachers share their knowledge of current learning, teaching and assessment theories with parents/guardians, colleagues and other staff.

A29.5 Teachers share their knowledge of child development with parents/guardians and offer advice to parents/guardians as appropriate.

- A29.6 Teachers promote to parents/guardians the availability of services and programs in the community that support children and families.

### **STANDARD 30**

**Demonstrate improved teaching and performance skills through critically evaluating professional practices.**

This may be demonstrated by indicators such as:

- A30.1 Teachers undertake centre-based and/or external professional development focused on improved teaching and learning strategies.
- A30.2 Teachers engage in critical reflection of their own teaching practice and utilize this self-assessment to improve the quality of their teaching and on-going learning.

### **STANDARD 31**

**Provide high-level professional assistance to other staff.**

This may be demonstrated by indicators such as:

- A31.1 Teachers provide high level support to other staff to enable improvements in the quality of teaching and learning through collegial interaction, sharing of knowledge of current theories, mentoring and/or other appropriate action.
- A31.2 Teachers work effectively with colleagues, other professionals, parents/guardians and members of the broader community to provide effective learning for children.

### **STANDARD 32**

**Demonstrate a productive contribution to the kindergarten program and seeks to establish and maintain links to other service provide and relevant community groups.**

This may be demonstrated by indicators such as:

- A32.1 Teachers promote the values of kindergarten.
- A32.2 Teachers encourage and promote parental and community involvement in the kindergarten and work cooperatively with colleagues, parents and children to develop a supportive and inclusive kindergarten environment.
- A32.3 Teachers participate in and contribute to relevant networks and community groups in order to enhance the learning and wellbeing of both children and families.
- A32.4 Teachers are responsive to emerging educational needs and priorities at the kindergarten level.



## **LEVEL 3**

### **STANDARD 33**

**Demonstrate a strong commitment to ongoing professional learning.**

This may be demonstrated by indicators such as:

- E33.1 Teachers take responsibility for own on-going professional development, including the development of a structured program of sustainable professional development, and demonstrating outcomes which improve their teaching and learning.

### **STANDARD 34**

**Teachers provide educational leadership both within the centre/service and more broadly within the community, including the local school community.**

This may be demonstrated by indicators such as:

- E34.1 Teachers display a high level of communication skills and modeling behaviour which leads to positive and constructive team work.
- E34.2 Teachers develop, maintain and strengthen effective teams where this is possible within the organizational structure.
- E34.3 Teachers articulate educational philosophy and beliefs, goals of learning programs and teaching practices to the kindergarten community.
- E34.4 Teachers share knowledge, provide expert advice and support to other teachers to enable improvement in the quality of teaching and learning through collegial interaction, mentoring and/or other action where this is possible within the organizational structure.
- E34.5 Teachers support other staff and colleagues in utilizing a range of contemporary teaching, assessment and reporting methods to improve learning outcomes for children.
- E34.6 Teachers provide educational leadership in addressing complex issues.
- E34.7 Teachers make a significant contribution to the development, implementation and evaluation of programs and policy, and respond to initiatives that enhance children's learning.
- E34.8 Teachers promote and strengthen relevant links with networks and other service providers and relevant community groups.

SIGNED

WITNESSED

Name: *Cara Nightingale*

Name: MEREDITH PEACE

Title: Vice President Early Childhood Australian Education Union, Victorian Branch

Signed: *C. Nightingale*

Signed: *Meredith Peace*

Date: *15<sup>th</sup> March 2021*

Date: *15<sup>th</sup> MARCH 2021*

For and on behalf of those employees who are its members and those employees who have appointed the Australian Education Union Victorian Branch to be their bargaining representative

SIGNED

WITNESSED

Name: *SAM ROBERTS*

Name: MELINA ROBERTS

Title: Executive Director - ECEC, United Workers Union

Signed: *S Roberts*

Signed: *M Roberts*

Date: *16/3/21*

Date: *16/3/21*

For and on behalf of those employees who are its members and those employees who have appointed United Workers Union to be their bargaining representative

SIGNED

WITNESSED

Name: Kerry Thompson

Name: Kwin Nguyen

Title: Chief Executive Officer,  
Municipal Association of Victoria

Signed:



Signed:



.....  
Date: 18/03/2021 .....

.....  
Date: 18/03/2021 .....

For and on behalf of Employers listed in  
Schedule 1 who have appointed the  
Municipal Association of Victoria to be their  
bargaining representative



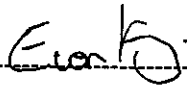
EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL – BALLARAT CITY COUNCIL

**Signatory**

Name: Evan King  
Title: Chief Executive Officer  
Address: 25 Armstrong Street South, Ballarat Central, VIC 3350

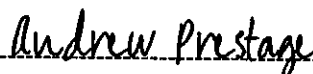
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**Witness**

Name: Andrew Prestage  
Address: 25 Armstrong Street South, Ballarat Central, VIC 3350

Signature:

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## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL

### Signatory

Name: ALLISON BECKWITH  
Title: CEO BANQUE COUNCIL  
Address: 1 FLINTOFF ST, GREENSBOROUGH 3088

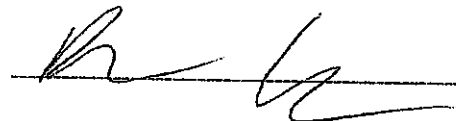
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### Witness

Name: FIONA LYNCH  
Address: 1 FLINTOFF ST GREENSBOROUGH 3088

Signature:



# EARLY EDUCATION EMPLOYEES AGREEMENT 2020

City of Greater  
NAME OF COUNCIL Geelong

## Signatory

Name: MARTIN CUTLER  
Title: CHIEF EXECUTIVE OFFICER  
Address: 30 Gheringhap St  
Geelong

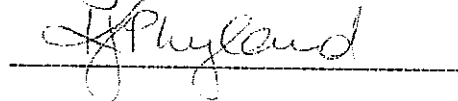
Signature



## Witness

Name: Kaarina Phyland  
Address: Geelong City Hall  
30 Gheringhap St  
Geelong

Signature:



## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

CORANGAMITE SHIRE COUNCIL

### Signatory

Name: Andrew Mason  
Title: Chief Executive Officer  
Address: 181 Manifold Street  
Camperdown Vic 3260

Signature



### Witness

Name: Michele Stephenson  
Address: 181 Manifold Street  
Camperdown Vic 3260

Signature:





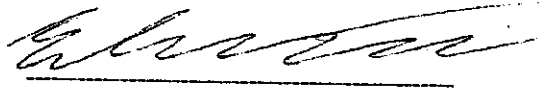
## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL      Glenelg Shire Council

### Signatory

Name:     Edith Farrell  
Title:     Acting Chief Executive Officer  
Address: 71 Cliff Street, Portland, VIC, 3305


Signature

A handwritten signature in black ink, appearing to read 'Edith Farrell', written over a horizontal line.

### Witness

Name:     Paige Kliese  
Address: 71 Cliff Street, Portland, VIC, 3305

Signature:

A handwritten signature in black ink, appearing to read 'Paige Kliese', written over a horizontal line.

## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

**Golden Plains Shire Council**

**Signatory**

Name: Eric Braslis  
Title: Chief Executive Officer  
Address: 2 Pope Street, Bannockburn VIC 3331

Signature

DocuSigned by:  
*Eric Braslis*  
06D2BDB0A6FC43C

**Witness**

Name: Claire Tehan  
Address: 2 Pope Street, Bannockburn VIC 3331

Signature:

DocuSigned by:  
*Claire Tehan*  
19D2BBA0B764475

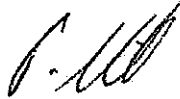
## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

### GREATER SHEPPARTON CITY COUNCIL

#### Signatory

Name: Peter Harriott  
Title: Chief Executive Officer  
Address: 90 Welsford Street  
Shepparton VIC 3630

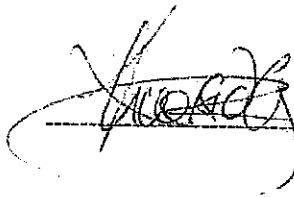
Signature



#### Witness

Name: Karen Liversidge  
Address: 90 Welsford Street  
Shepparton VIC 3630

Signature:



## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

LATROBE CITY COUNCIL

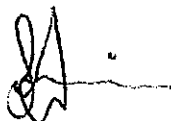
### **Signatory**

Name: Sam Amaira

Title: Manager People and Culture

Address: 141 Commercial Road, MORWELL VIC 3840

Signature

A handwritten signature in black ink, appearing to be 'S. Amaira', with a horizontal line extending to the right.

### **Witness**

Name: Aven Eddington

Address: 141 Commercial Road, MORWELL VIC 3840

Signature:

A handwritten signature in black ink, appearing to be 'A. Eddington', with a horizontal line extending to the right.

## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL

### Signatory

Name: Phil Pinyon

Title: Chief Executive Officer

Address: 41 High Street Wedderburn Vic 3518



Signature

---

### Witness

Name: Wendy Gladman

Address: 41 High Street Wedderburn Vic 3518



Signature:

---

## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL            Knox City Council

**Signatory**                    Tony Doyle

Name:                        Tony Doyle

Title:                         Chief Executive Officer, Knox City Council

Address:                    511 Burwood Highway, Wantirna South, Vic, 3152



Signature

---

**Witness**                      Robyn Sommers

Name:                        Robyn Sommers, Executive Assistant to CEO

Address:                    511 Burwood Highway, Wantirna South, Vic, 3152



Signature:

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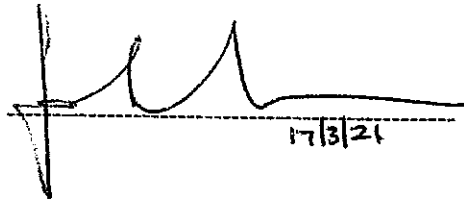
## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

MACEDON RANGES SHIRE COUNCIL

### Signatory

Name: John Nevins  
Title: Acting Chief Executive Officer  
Address: 129 Mollison Street, Kyneton Victoria 3444

Signature



17/3/21

### Witness

Name: Micheline Williams  
Address: 129 Mollison Street, Kyneton Victoria 3444

Signature:



# EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL MITCHELL SHIRE COUNCIL

## Signatory

Name: Brett Luxford

Title: CEO

Address: 113 High Street Broadford Victoria 3658

Signature

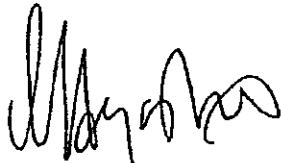
A handwritten signature in black ink, appearing to be 'B. Luxford', written over a horizontal line.

## Witness

Name: Mary Agostino

Address: 113 High Street Broadford Victoria 3658

Signature:

A handwritten signature in black ink, appearing to be 'Mary Agostino', written over a horizontal line.



## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

Moyne Shire Council

### Signatory

Name: Brett Davis  
Title: Acting Chief Executive Officer  
Address: PO Box 51, Port Fairy VIC 3284

Signature



### Witness

Name: Claire Sorlie  
Address: PO Box 51, Port Fairy VIC 3284

Signature:



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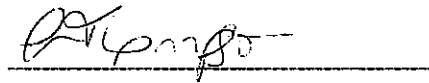
## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL Northern Grampians Shire Council

### Signatory

Name: Liana Thompson  
Title: Chief Executive Officer  
Address: 59-69 Main Street, Stawell VIC 3380

Signature



### Witness

Name: Daryl Clifton  
Address: c/-59-69 Main St, Stawell VIC 3380

Signature:



# EARLY EDUCATION EMPLOYEES AGREEMENT 2020

SURF COAST SHIRE COUNCIL

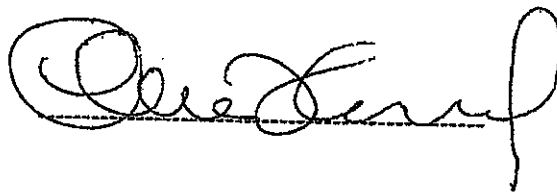
## Signatory

Name: Anne Howard

Title: Acting Chief Executive Officer

Address: 1 Merrijig Drive Torquay Vic 3228

Signature




## Witness

Name: CHRIS PIKE, GENERAL MANAGER CULTURE + COMMUNITY

Address: C/O 1 MERRIJIG DRIVE, TORQUAY, VIC 3228

Signature:



EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL

Towong Shire Council

**Signatory**

Name:

Emma Woolaston

Title:

Director Corporate and Organisational

Address:

351 Moses Creek Rd  
Wandiligong VIC 3744

Development

Signature

E Wool.

**Witness**

Name:

Chris Rootsey

Address:

352 Morgan Lane, Yackandandah VIC 3749

Signature:

C Rootsey

## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL: Warrnambool City Council

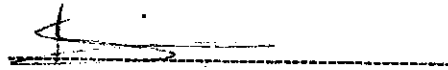
### Signatory

Name: Vikki King

Title: Acting Chief Executive Officer

Address: 25 Liebig Street Warrnambool

Signature

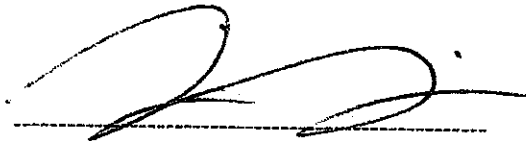
A handwritten signature in black ink, appearing to be 'Vikki King', written over a horizontal dashed line.

### Witness

Name: Simon Fleming

Address: 25 Liebig Street warrnambool

Signature:

A handwritten signature in black ink, appearing to be 'Simon Fleming', written over a horizontal dashed line.

## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL

**WEST WIMMERA SHIRE COUNCIL**

### **Signatory**

Name: Ashley Roberts  
Title: Director Corporate and Community Services  
Address: 69 Budjik Street, KANIVA VIC 3419

Signature

 11/3/2021

### **Witness**

Name: Tracey Bone  
Address: 66 Park St Nhill VIC 3418

Signature:

 11/03/2021

## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL

Wodonga Council

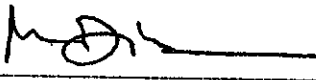
### Signatory

Name: Mark Dixon

Title: Chief Executive Officer

Address: 104 Hovell St Wodonga Vic 3690

Signature




### Witness

Name: Debra Mudra

Address: 104 Hovell St Wodonga Vic 3690

Signature:



## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

Wyndham City Council

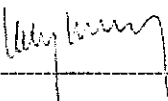
### Signatory

Name: Kelly Grigsby

Title: Chief Executive Officer

Address: 45 Princes Highway, Werribee, Victoria, 3030

Signature

A handwritten signature in cursive script, appearing to read 'Kelly Grigsby', is written over a horizontal dashed line.

### Witness

Name: Mark Ward

Address: 45 Princes Highway, Werribee, Victoria, 3030

Signature:

A handwritten signature in cursive script, appearing to read 'Mark Ward', is written over a horizontal dashed line.



## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL: Yarra Ranges Shire Council

### Signatory

Name: Tammi Rose  
Title: Chief Executive Officer  
Address: 15 Anderson St, Lilydale

Signature

A handwritten signature in black ink, appearing to read 'Tammi Rose', written over a horizontal dashed line.

### Witness

Name: Shannon Woodward  
Address: 15 Anderson St, Lilydale

Signature:

A handwritten signature in black ink, appearing to read 'Shannon Woodward', written over a horizontal dashed line.


## EARLY EDUCATION EMPLOYEES AGREEMENT 2020

NAME OF COUNCIL – Yarriambiack Shire Council

### Signatory

Name: Ms Jessie Holmes  
Title: Chief Executive Officer  
Address: 34 Lyle St, Warracknabeal

Signature



### Witness

Name: Mr Gavin Blinman  
Address: 34 Lyle St, Warracknabeal

Signature:

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Signature: *Gavin Blinman*

Email: gblinman@yarriambiack.vic.gov.au