



EARLY  
LEARNING  
ASSOCIATION  
AUSTRALIA

# IMPLEMENTATION KIT

## **VECTEA 2020 MIRROR AGREEMENTS**

**VICTORIAN EARLY CHILDHOOD AGREEMENT 2021**

**VICTORIAN EARLY EDUCATION AGREEMENT 2021**

**IMPORTANT INFORMATION FOR EMPLOYERS  
PLEASE READ IMMEDIATELY**

**FEBRUARY 2022**

## INTRODUCTION TO THE IMPLEMENTATION KIT

### BACKGROUND

On 20 January 2022, the Victorian Early Childhood Agreement 2021 (VECA 2021) and the Victorian Early Education Agreement 2021 (VEEA 2021) were approved by the Fair Work Commission and will come into operation on **27 January 2022**.

These agreements (collectively referred to as “your Agreement” are a ‘mirror agreement’ to the Victorian Early Childhood Teachers and Educators Agreement 2020 (VECTEA).

We are now at the stage of implementing your Agreement and transitioning your employees.

### UNDERSTANDING YOUR IMPLEMENTATION KIT

As an ELAA member, we have developed this comprehensive **VECTEA Mirror Agreement Implementation Kit (2022)** to assist you as an employer with implementing these changes. This kit is a compact version with key information from the VECTEA implementation kit issued to members in July 2021.

We hope that the instructions and tools provided in this kit will provide you with the necessary information to implement your Agreement.

Should you require further assistance, ELAA’s Member Solutions team is always available to assist you.

### CONTACTING OUR MEMBER SOLUTIONS TEAM

If you are an ELAA member and have any questions regarding the implementation of your Agreements - please contact our Member Solutions Advisors:

Email us: [membersolutions@elaa.org.au](mailto:membersolutions@elaa.org.au)

Call us during our phone operating hours (10 am - 3 pm, Monday to Friday): 03 9489 3500 (Press 2).

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## IMPORTANT TASKS AND TIMELINES

Task	Details - VECA and VEEA (VECTEA Mirror Agreements)	Target date	Date completed (Service use only)
1	<p>Consult and discuss with employees regarding identified changes to their rostered hours of work where applicable.</p> <p>All terms and conditions of the VECA and VEEA come into effect seven days after the approval of the Agreement by the Fair Work Commission.</p> <p>Date of Agreement operation: <b>27 January 2022.</b></p>	Before the changes to pay rates and weekly hours are confirmed and implemented in the pay process.	
2	<p>Adjust salary increments based on transitional arrangements (see section 3 -- implementation tasks).</p> <p>Also remember to increase your employee's salary increment on their annual anniversary date (usually the commencement of Term 1).</p>	In readiness for the next fortnight pay process/ on or after the first full pay period after the anniversary date.	
3	<p>If you have not already - adjust pay rates for employees to VECTEA 2020 salary rates.</p> <p>Pay rates will need to be adjusted to the salary rates column in Schedule 2 of your Agreement.</p>	In readiness for the next fortnight pay process.	
4	Calculate and pay arrears amount for each eligible employee within 28 days of the approval of the Agreement by the Fair Work Commission.	No later than <b>17 February 2022.</b>	
5	<p>Issue confirmation of new agreement letters to all employees.</p> <p>Refer to - Appendix 1: Confirmation of new agreement letter.</p>	As soon as practicable.	
6	<p>Regularly review ELAA's VECTEA Wage Bulletins for scheduled wage increases in April and October each year.</p> <p><b>Wage Bulletins can be downloaded from your ELAA membership portal &gt; HR/IR&gt; Wage Bulletins &gt; VECTEA 2020.</b></p>	Next scheduled increase: First full pay period on or after <b>1 April 2022.</b>	

## SECTION 1: COVERAGE UNDER THE NEW AGREEMENT

### VECTEA MIRROR AGREEMENT SIGNATORIES

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

Schedule 1 of the Agreement contains the names of legal entities (Approved Providers) who are employers of employees covered by this Agreement. For example, if your service is part of an Early Years Manager or part of a larger legal entity, the name of your Early Years Manager or legal entity will be listed. For Early Childhood Education and Care services attached to a school, only ECEC employees will be covered by your mirror agreement. A full list is contained below.

Victorian Early Childhood Agreement 2021 (VECA 2021)	
1	Barry Beckett Childrens Centre Inc
2	Bellevue Kindergarten Association Incorporated
3	Children's Montessori Centre Pty. Ltd.
4	Coburg Childrens Centre Inc
5	Dame Nellie Melba Kindergarten Inc
6	Dromana Pre School Centre
7	Kororoit Creek Primary School (Kororoit Creek Kindergarten)
8	Lilydale Pre School Centre Incorporated
9	Manchester Pre School Inc
10	Mount Pleasant Road Nunawading Primary School & Kindergarten
11	Sandhurst Catholic Early Childhood Education & Care Limited
12	Seville Pre-School Inc
13	Waterfall Gully Pre School Rosebud Inc
14	Wattle Hill Kindergarten Inc
15	Yarra Glen Pre School Association Inc
16	Yarraleen Pre School Inc

Victorian Early Education Agreement 2021 (VEEA 2021)	
1	Birregurra Pre School Centre Incorporated
2	Brighton Baptist Kindergarten Inc.
3	Brunswick Montessori Children's House Inc
4	Dandenong Day Nursery
5	Ferntree Gully 3-Year-Old Pre-School Inc.
6	Flamingo Community Group Inc.
7	Gum Nut Gully Pre School Association Inc.
8	Marymede Foundation Limited
9	St Peter's Anglican Kindergarten (Box Hill) Inc.
10	Warrnambool Three-Year-Old Kindergarten Inc.

## VECTEA MIRROR AGREEMENT COVERAGE IN A SESSIONAL KINDERGARTEN PROGRAM

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

The following employees are covered by your Agreement:

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

Employees not covered by your Agreement:

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

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

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

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

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

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

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

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

## **VECTEA MIRROR EMPLOYEES IN INTEGRATED LONG DAY CARE**

### **BACKGROUND**

The VECTEA and its mirror agreements cover the following employees:

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

### **WHAT DOES THIS MEAN FOR MY SERVICE?**

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

This includes any:

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

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

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

Any hours worked by an educator that are not part of the kindergarten program are covered by the terms and conditions of the *Childrens' Services Award 2010*.

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

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

### TERMINOLOGY

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

### DEFINITIONS

Arrears	Back pay that is required to be paid to employees who are eligible.
Activity Group Leader (AGL)	<p>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.</p> <p><b>Activity Group Leaders (AGL) classifications (Level 3 Educator Level) are no longer utilised in funded three-year-old kindergarten.</b></p> <p>Service providers who currently run an unfunded three-year-old program with a diploma qualified Activity Group Leader (AGL), may have opted into the transitional arrangement with the Department of Education and Training (DET) to retain their AGL to deliver the funded three-year-old kindergarten program for one year (i.e., until the end of 2022).</p> <p>From Term 1 2022, AGLs employed to lead a funded three-year-old kindergarten program will be paid Level 1.1 Teacher salary under the VECTEA or your mirror agreement for the duration of the transitional year and following years of their study.</p> <p>At the end of the transition year, this arrangement can continue if the AGL is enrolled and actively working towards a Bachelor-level qualification in early childhood teaching. AGLs will be expected to demonstrate their ongoing progress through their studies, including being at least 50 per cent of the way through their course three years after commencement.</p>



<b>Additional Assistant</b>	<p>An additional early childhood educator funded by the Department of Education and Training's Kindergarten Inclusion Support (KIS) Program (or its successor), and employed by a KIS auspice agency, who works with early childhood teachers and educators to ensure that all children, including children with a disability and/or complex medical needs are included in the funded kindergarten program.</p> <p>Additional Assistants provide supplementary support to kindergarten programs and are not required to undertake planning or non-contact support duties. In most circumstances, Additional Assistants are engaged through an auspice agency and may not be hired directly by your service.</p>
<b>Advisor</b>	A teacher appointed by the employer to undertake some or all of the responsibilities of management, co-ordination, advice and/or support of Early Childhood Teachers, Early Childhood Educators and/or early childhood services.
<b>Advisor in Charge</b>	An advisor appointed by the employer to direct the work of other advisors.
<b>Child attendance session</b>	Timetabled child-group attendance periods.
<b>Child free day</b>	A day on which an employee is ordinarily employed which includes rostered teaching/contact time or a combination of rostered teaching/contact and non-teaching/non-contact time.
<b>Diploma qualified Early Childhood Educator (Diploma Educator)</b>	<p>An employee engaged as such who is required to hold a Diploma qualification approved by the Regulator for the purposes of the National Law and published in accordance with Regulation 137(1)(b) of the <i>Education and Care Services National Regulations 2011</i>.</p> <p>Employees who are employed in a program that is operated in a long day care centre are excluded except where they are employed exclusively in conjunction with an early childhood teacher in the delivery of the kindergarten education program.</p>
<b>Certificate III qualified Early Childhood Educator (Certificate III Educator)</b>	<p>An employee who is engaged as such to work under the general direction and supervision of an Early Childhood Teacher, a Diploma qualified Early Childhood Educator or an Activity Group Leader in any program, and who is required to hold or be actively working towards a Certificate III in Children's Services, Early Childhood Education and Care or equivalent certificate as required by the Regulator, or has been granted specific exemption.</p> <p>Employees who are employed in a program that is operated in a long day care centre are excluded except where they are employed exclusively in conjunction with an Early Childhood Teacher in the delivery of the kindergarten education program.</p>

<b>Early Childhood Teacher (ECT)</b>	An employee engaged as such, or an employee engaged in a position that requires the employee to hold an early childhood teaching qualification approved by the Regulator for the purposes of the National Law, and published in accordance with Regulation 137(1)(a) of the <i>Education and Care Services National Regulations 2011</i> ; and who has current registration with the Victorian Institute of Teaching from 30 September 2015.
<b>Educational Leader</b>	A suitably qualified employee appointed by the employer to lead the development and implementation of educational programs in the service, within the meaning of Regulation 118 of the <i>Education and Care Services National Regulations 2011</i> as amended from time to time.
<b>Incremental anniversary date</b>	The date on which 12 months service has been completed since the date of the employee's last increment.
<b>Nominated Supervisor</b>	A suitably qualified employee as defined in part 1, s.5 – Definitions in the <i>Education and Care Services National Law Act 2010</i> as amended from time to time, or its successor.
<b>VECA 2021</b>	<i>Victorian Early Childhood Agreement 2021</i> . A mirror agreement to the VECTEA 2020.
<b>VEEA 2021</b>	<i>Victorian Early Education Agreement 2021</i> . A mirror agreement to the VECTEA 2020.
<b>VECTEA 2020</b>	Victorian Early Childhood Teachers and Educators Agreement 2020
<b>VECTEA 2016</b>	Victorian Early Childhood Teachers and Educators Agreement 2016. This agreement is no longer in operation and has been superseded by the VECTEA 2020 or a mirror agreement.

## KEY DATES

- All changes to employment conditions detailed in your agreements come into effect on **27 January 2022**.
- Arrears (back pay) for eligible staff is due **on or before 17 February 2022**.
- Arrears for the Victorian Early Education Agreement (VEEA) commenced from the first full pay period on or after **1 January 2021**.
- Arrears for the Victorian Early Childhood Agreement (VECA) commenced from the first full pay period on or after **1 October 2020**.
- In some circumstances, payroll processing timeframes may necessitate late payment of arrears. If this is to occur, check with your payroll provider and notify your employees as soon as possible.

## UNDERSTANDING AND EXPLAINING KEY CHANGES TO EMPLOYEES

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

### EARLY CHILDHOOD TEACHERS

- Teachers at level 3.1 will translate to new level 3.2 and will be eligible for incremental progression after 12 months.
- From 1 February 2022, Early Childhood Teachers on a level 2.5 will be eligible to progress to level 3.1 in the teacher scale conditional on the teacher satisfying the eligibility requirements (clause 50.3) and capability assessment (clause 50.4).
- Introduction of new graduate teacher mentoring clause providing four days' paid leave for a provisionally registered teacher to engage in support activities required to gain full VIT teacher registration.
- Teacher mentors (who provide mentoring support to assist graduate teachers achieve full VIT teacher registration) are also entitled to four days' paid leave to support mentoring activities.
- New clause provides paid leave to attend specified VIT Council meetings for an employee holding a position of VIT Councillor.

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

- Introduction of a new level 1.6 for Certificate III Educators.
- Certificate III qualified educators progressed to the new level 1.6 on 1 July 2021, provided they have been at level 1.5 for at least 12 months.
- Introduction of two new levels 2.2 and 2.3 for Diploma Educators.
- Diploma Educators progressed to a new level 2.2 on 1 July 2021, provided they have been at a level 2.1 for at least 12 months. New Diploma Educators hired after 1 July 2021 will still commence on a level 2.1 of the Diploma Educator pay scale.
- Level 1.5 and Level 2.1 Educators with more than 12 months service as of 1 July 2021, incremented to a higher classification on this date.
- The Level 2.3 Diploma classification comes into effect for all new and existing employees (with 12 months service at a Level 2.2) on 1 July 2022.
- Updated coverage in the Agreement to include KIS additional assistants (schedule 4 - roles and responsibilities - classifications).
- Additional Assistants who are not required to hold a Diploma qualification will commence at level 1.1

### COMMON TERMS AND CONDITIONS (ALL VECA AND VEEA EMPLOYEES)

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

- New clause provides an hour per week per service of non-teaching/non-contact time for the Educational Leader and Nominated Supervisor.
- The time and duties will be allocated in consultation with the educational leader and Nominated Supervisor. The clause confirms that the position can be shared between employees.
- The time could be provided either as a release from face-to-face teaching/contact time or an increase in non-teaching/non-contact time to undertake the duties of the positions.

- Employees who are in the role of Educational Leader/Nominated Supervisor as at 1 October 2020 and who have been granted time or payment by their employer shall retain these arrangements for the term of this Agreement providing they remain in the role and carry out the required duties associated with the role.

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

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

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

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

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

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

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

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

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

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

- If your employee works in a funded four-year-old kindergarten program, you may be eligible to claim reimbursement for paid component of the leave from the Department of Education and Training's Kindergarten Information Management System (KIM).

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

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

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

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

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

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

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

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

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

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

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

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

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

- New clause: Where an employer directs an employee to attend work outside of the employee's normal rostered hours for out-of-hours meetings or events, the employee will be paid their ordinary time rate, except for educators where the overtime provision may apply.
- The employer is required to provide 14 working days' notice for the employee to attend the out of hours event or meeting.

- Employees can request not to attend, by providing reasonable notice to their employer, and requests will not be unreasonably refused.
- Out-of-hours meetings or events include but are not limited to: staff meetings, employee/committee meetings, annual general meetings, parent/teacher interviews, and special events (open days, fetes, parent/caregiver nights, working bees).

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

- The Agreement provides all employees with access to an Employee Assistance Program to discuss personal or work-related issues.
- The Victorian Department of Education and Training has recently launched its new Wellbeing Support Program (EAP) for VECTEA 2020 signatories (and VECTEA mirror agreements).
- DET has engaged Benestar Group to deliver the Wellbeing Support Program (Best You by Benestar), which includes confidential and free counselling for eligible teachers and educators and mediation and critical incident response services.

#### **Eligibility criteria:**

- Teachers and educators, including Advisors and Activity Group Leaders that deliver a funded kindergarten program in early childhood services under the VECTEA (or mirrors) are eligible for four free, confidential counselling sessions each year.
- Casual Relief Teachers and educators employed by an early childhood service under the VECTEA mirrors are eligible if employed directly by the service provider. However, staff employed through an employment agency, external contractors and volunteers, parents and children are not eligible to access the counselling services.

#### **How to access counselling services:**

- Teachers and educators can meet with clinicians face-to-face, via telephone, video or online LiveChat.
- Teachers and educators can book an appointment with a clinician by calling Best You by Benestar general line: 1300 360 364.

#### **Further information – Contact DET:**

- Members seeking further information about the Wellbeing Support Program services can contact the DET Early Learning Operations team at [kindergarten.funding@education.vic.gov.au](mailto:kindergarten.funding@education.vic.gov.au) .

## SECTION 3: IMPLEMENTATION TASKS

### TASK 1: CONFIRM OR ADJUST SALARY INCREMENTS FOR EMPLOYEES

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

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

#### TRANSLATION OF SALARY INCREMENTS - EARLY CHILDHOOD TEACHERS

Classification under the VECTEA 2016	VECA (backdated to 1 October 2020) No change required if classified under the VECTEA 2020.	VEEA (backdated to 1 January 2021) No change required if classified under the VECTEA 2020.
Level 3.5	Level 3.6	Level 3.6
Level 3.4	Level 3.5	Level 3.5
N/A	Level 3.4	Level 3.4
Level 3.3	Level 3.3	Level 3.3
Level 3.2	Level 3.2	Level 3.2
Level 3.1	Level 3.2	Level 3.2
	Level 3.1	Level 3.1
Level 2.5	Level 2.5	Level 2.5
Level 2.4	Level 2.4	Level 2.4
Level 2.3	Level 2.3	Level 2.3
Level 2.2	Level 2.2	Level 2.2
Level 2.1	Level 2.1	Level 2.1
Level 1.2	Level 1.2	Level 1.2
Level 1.1	Level 1.1	Level 1.1

## TRANSLATION OF SALARY INCREMENTS - DIPLOMA AND CERTIFICATE III EDUCATORS

### CERTIFICATE III EDUCATORS

Classification under the VECTEA 2016	VECTEA 2020 Translation on 1 July 2021*
Level 1.5* More than 12 months service at a level 1.5 as of 1 July 2021.	Level 1.6
Level 1.4	Level 1.4
Level 1.3	Level 1.3
Level 1.2	Level 1.2
Level 1.1	Level 1.1

### DIPLOMA QUALIFIED EDUCATORS

Current classification	Translation under VECTEA 2020
Translation on 1 July 2021	
Level 2.1	Level 2.2
Level 2.1	Level 2.1
Translation on 1 July 2022	
Level 2.2	Level 2.3



SUMMARY TABLE - ALL VECTEA 2020 AND MIRROR AGREEMENT CLASSIFICATIONS

TABLE 1.1 - ALL SALARY INCREMENTS UNDER THE VECTEA 2020, VECA 2021 AND VEEA 2021.

Classification	Salary Increments
Advisor in Charge	Level 3
Advisor or PSFO	Level 2 - After two years' experience.
	Level 1 - Commencement on PSFO/Advisor scale
Level 3 Teacher	Level 3.6 - Top of the 4-year trained teacher scale.
	Level 3.5
	Level 3.4
	Level 3.3
	Level 3.2
	Level 3.2
	Level 3.1 Progression from a level 2.5 following successful completion of the Capability Assessment for four-year qualified teachers (or 3-year qualified teachers employed before 17 February 2006).
Level 2 Teacher	Level 2.5 - Top of the 3-year trained teacher scale.
	Level 2.4
	Level 2.3
	Level 2.2
	Level 2.1 - Entry point for 4-year trained teachers (graduate)
Level 1 Teacher	Level 1.2
	Level 1.1 - Entry point for 3-year trained teachers (graduate)
Activity Group Leader (AGL) <i>Not applicable for funded kindergarten</i>	Level 3.3
	Level 3.2
	Level 3.1
Diploma Educator	Level 2.3 Effective from 1 July 2022 - 2 years or more years of service.
	Level 2.2 Effective from 1 July 2021 - 12 or more months of service.
	Level 2.1 Diploma qualified educator entry-point.
Certificate III Educator	Level 1.6 Effective from 1 July 2021
	Level 1.5
	Level 1.4
	Level 1.3 Highest progression for an unqualified Additional Assistant/Cert III Educator employed prior to 27 January 2022.
	Level 1.2 Highest progression for an unqualified Additional Assistant employed after 27 January 2022.
	Level 1.1 Entry point for both qualified and unqualified Cert III Educators.

## TRANSLATION OF CLASSIFICATIONS FROM MODERN AWARDS TO VECTEA MIRRORS

**TABLE 2.1 - EARLY CHILDHOOD TEACHERS**

VECA 2021 or VEEA 2021 Level	Educational Services (Teachers) Award 2020 – Pre 1 January 2022	Educational Services (Teachers) Award 2020 – Post 1 January 2022 changes	Victorian Government Schools – Category A*	Victorian Government Schools – Category B**
3.6	12	4	8	8
3.5	12	4	8	8
3.4	11	4	8	8
3.3	10	3	8	8
3.2	9	3	7	8
3.1	8	3	6	8
2.5*	7	2	5	7
2.4	6	2	4	6
2.3	5	2	3	5
2.2	4	1	2	4
2.1	3	1	1	3
1.2	2	1	n/a	2
1.1	1	1	n/a	1

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

**TABLE 2.2 - CERTIFICATE III EDUCATORS WORKING TOWARDS OR QUALIFIED**

VECA 2021 or VEEA 2021 Level	Children's Services Award 2010	Victorian Government Schools – Early Childhood – Award 2016
1.6	3.3	6
1.5	3.3	6
1.4	3.3	6
1.3	3.3	5
1.2	3.2	4
1.1	3.1	3

**TABLE 2.4 - DIPLOMA QUALIFIED EDUCATORS**

VECA 2021 or VEEA 2021 Level	Children's Services Award 2010	Victorian Government Schools – Early Childhood – Award 2016
------------------------------	--------------------------------	---

2.3	3.4 (Diploma)	n/a
2.2	3.4 (Diploma)	n/a
2.1	3.4 (Diploma)	n/a

**TABLE 2.5 - ACTIVITY GROUP LEADERS**

VECA 2021 or VEEA 2021 Level	Children's Services Award 2010	Victorian Government Schools – Early Childhood – Award 2016
<b>3.3</b> (not applicable in a funded kindergarten program)	<b>4.3</b>	<b>n/a</b>
<b>3.2</b> (not applicable in a funded kindergarten program)	<b>4.2</b>	<b>n/a</b>
<b>3.1</b> (not applicable in a funded kindergarten program)	<b>4.1</b>	<b>n/a</b>

### STEP 3: NOTIFY YOUR PAYROLL PROVIDER

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

For ADP clients, VECTEA mirror rates of pay will not be automatically updated in the ADP Payline system. We recommend that you contact ADP to ensure your rates are updated to VECTEA 2020.

For employees paid an above agreement or negotiated rate, this will require manual updating.

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

#### SALARY RATES – VECA AND VEEA AGREEMENTS

**TABLE 3.1 - TEACHERS SALARY SCALE (ALL TEACHERS) (SCHEDULE 2)**

Early Childhood Teachers (ECT)	Arrears commence	Arrears commence	Scheduled pay increase	Current pay rates	Next scheduled pay increase	
NB: 52/52 rates mean full rate of pay for teachers.		All Agreements		All Agreements	All Agreements	
<i>*All increments commence from the first full pay period on or after the nominated date.</i>						
	1/10/2020	1/01/2021	1/4/2021	1/10/2021	1/4/2022	
	VECA ONLY	VEEA ONLY	ALL AGREEMENTS			
<b>3.6</b>	Annual	\$105,915	\$105,915	\$107,485	\$109,055	\$110,625
	Weekly	\$2,029.80	\$2,029.80	\$2,059.89	\$2,089.98	\$2,120.07
	Hourly	\$53.41	\$53.41	\$54.21	\$55.00	\$55.79
	Casual	\$66.77	\$66.77	\$67.76	\$68.75	\$69.74
<b>3.5</b>	Annual	\$99,281	\$99,281	\$100,537	\$101,793	\$103,048
	Weekly	\$1,902.66	\$1,902.66	\$1,926.73	\$1,950.80	\$1,974.87
	Hourly	\$50.07	\$50.07	\$50.70	\$51.34	\$51.97
	Casual	\$62.59	\$62.59	\$63.38	\$64.17	\$64.96
<b>3.4</b>	Annual	\$95,963	\$95,963	\$97,144	\$98,324	\$99,504
	Weekly	\$1,839.08	\$1,839.08	\$1,861.70	\$1,884.32	\$1,906.95
	Hourly	\$48.40	\$48.40	\$48.99	\$49.59	\$50.18
	Casual	\$60.50	\$60.50	\$61.24	\$61.98	\$62.73
<b>3.3</b>	Annual	\$92,646	\$92,646	\$93,770	\$94,895	\$96,019
	Weekly	\$1,775.50	\$1,775.50	\$1,797.05	\$1,818.60	\$1,840.15
	Hourly	\$46.72	\$46.72	\$47.29	\$47.86	\$48.42
	Casual	\$58.40	\$58.40	\$59.11	\$59.82	\$60.53
<b>3.2</b>	Annual	\$86,012	\$86,012	\$87,573	\$89,134	\$90,695
	Weekly	\$1,648.36	\$1,648.36	\$1,678.28	\$1,708.20	\$1,738.12
	Hourly	\$43.38	\$43.38	\$44.17	\$44.95	\$45.74
	Casual	\$54.22	\$54.22	\$55.21	\$56.19	\$57.17
<b>3.1</b>	Annual	\$81,015	\$81,015	\$82,797	\$84,579	\$86,361
	Weekly	\$1,552.60	\$1,552.60	\$1,586.75	\$1,620.91	\$1,655.06
	Hourly	\$40.86	\$40.86	\$41.76	\$42.66	\$43.55
	Casual	\$51.07	\$51.07	\$52.20	\$53.32	\$54.44
<b>2.5</b>	Annual	\$78,926	\$78,926	\$80,531	\$82,136	\$83,742
	Weekly	\$1,512.56	\$1,512.56	\$1,543.33	\$1,574.10	\$1,604.86

2.5		1/10/2020	1/01/2021	1/4/2021	1/10/2021	1/4/2022
		VECA ONLY	VEEA ONLY	ALL AGREEMENTS		
	Hourly	\$39.80	\$39.80	\$40.61	\$41.42	\$42.23
	Casual	\$49.76	\$49.76	\$50.77	\$51.78	\$52.79
2.4	Annual	\$76,838	\$76,838	\$78,283	\$79,728	\$81,173
	Weekly	\$1,472.55	\$1,472.55	\$1,500.25	\$1,527.94	\$1,555.64
	Hourly	\$38.75	\$38.75	\$39.48	\$40.21	\$40.94
	Casual	\$48.44	\$48.44	\$49.35	\$50.26	\$51.17
2.3	Annual	\$74,499	\$74,499	\$75,836	\$77,173	\$78,511
	Weekly	\$1,427.73	\$1,427.73	\$1,453.36	\$1,478.99	\$1,504.62
	Hourly	\$37.57	\$37.57	\$38.25	\$38.92	\$39.60
	Casual	\$46.96	\$46.96	\$47.81	\$48.65	\$49.49
2.2	Annual	\$72,285	\$72,285	\$73,513	\$74,740	\$75,967
	Weekly	\$1,385.31	\$1,385.31	\$1,408.83	\$1,432.35	\$1,455.87
	Hourly	\$36.46	\$36.46	\$37.07	\$37.69	\$38.31
	Casual	\$45.57	\$45.57	\$46.34	\$47.12	\$47.89
2.1	Annual	\$70,666	\$70,666	\$71,713	\$72,761	\$73,808
	Weekly	\$1,354.27	\$1,354.27	\$1,374.34	\$1,394.41	\$1,414.49
	Hourly	\$35.64	\$35.64	\$36.17	\$36.70	\$37.22
	Casual	\$44.55	\$44.55	\$45.21	\$45.87	\$46.53
1.2	Annual	\$65,379	\$65,379	\$65,379	\$66,033	\$66,693
	Weekly	\$1,252.95	\$1,252.95	\$1,252.95	\$1,265.48	\$1,278.13
	Hourly	\$32.97	\$32.97	\$32.97	\$33.30	\$33.64
	Casual	\$41.22	\$41.22	\$41.22	\$41.63	\$42.04
1.1	Annual	\$63,538	\$63,538	\$63,538	\$64,173	\$64,815
	Weekly	\$1,217.67	\$1,217.67	\$1,217.67	\$1,229.84	\$1,242.14
	Hourly	\$32.04	\$32.04	\$32.04	\$32.36	\$32.69
	Casual	\$40.05	\$40.05	\$40.05	\$40.46	\$40.86

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

Advisor/PSFO levels (52/52 rates)		Arrears commence	Arrears commence	Scheduled pay increase	Current pay rates	Next scheduled pay increase
		1/10/2020	1/01/2021	1/4/2021	1/10/2021	1/4/2022
		VECA ONLY	VEEA ONLY	ALL AGREEMENTS		
3	Annual	\$111,294	\$111,294	\$113,738	\$116,181	\$118,624
	Weekly	\$2,132.89	\$2,132.89	\$2,179.72	\$2,226.54	\$2,273.37
	Hourly	\$56.13	\$56.13	\$57.36	\$58.59	\$59.83
	Casual	\$70.16	\$70.16	\$71.70	\$73.24	\$74.79

		1/10/2020	1/01/2021	1/4/2021	1/10/2021	1/4/2022
		VECA ONLY	VEEA ONLY	ALL AGREEMENTS		
<b>2</b>	Annual	\$109,425	\$109,425	\$111,707	\$113,989	\$116,271
	Weekly	\$2,097.06	\$2,097.06	\$2,140.79	\$2,184.53	\$2,228.26
	Hourly	\$55.19	\$55.19	\$56.34	\$57.49	\$58.64
	Casual	\$68.98	\$68.98	\$70.42	\$71.86	\$73.30
<b>1</b>	Annual	\$107,545	\$107,545	\$109,667	\$111,789	\$113,911
	Weekly	\$2,061.03	\$2,061.03	\$2,101.70	\$2,142.38	\$2,183.05
	Hourly	\$54.24	\$54.24	\$55.31	\$56.38	\$57.45
	Casual	\$67.80	\$67.80	\$69.14	\$70.47	\$71.81

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

Diploma Educator (46/52 Rates)		Arrears commence	Arrears commence	Scheduled pay increase	Current pay rates	Next scheduled pay increase
		1/10/2020	1/01/2021	1/4/2021	1/10/2021	1/4/2022
		VECA ONLY	VEEA ONLY	ALL AGREEMENTS		
<b>2.3</b> On or after 1 July 2022	Annual	\$50,708	\$50,708	\$50,708	\$51,722	\$52,239
	Weekly	\$971.78	\$971.78	\$971.78	\$991.22	\$1,001.13
	Hourly	\$25.57	\$25.57	\$25.57	\$26.08	\$26.35
<b>2.2</b> From 1 July 2021	Annual	\$49,958	\$49,958	\$49,958	\$50,957	\$51,467
	Weekly	\$957.42	\$957.42	\$957.42	\$976.57	\$986.34
	Hourly	\$25.20	\$25.20	\$25.20	\$25.70	\$25.96
<b>2.1</b>	Annual	\$49,220	\$49,220	\$49,220	\$50,204	\$50,706
	Weekly	\$943.27	\$943.27	\$943.27	\$962.14	\$971.78
	Hourly	\$24.82	\$24.82	\$24.82	\$25.32	\$25.57

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

Diploma Educator (52/52 Rates)		Arrears commence	Arrears commence	Scheduled pay increase	Current pay rates	Next scheduled pay increase
		1/10/2020	1/01/2021	1/4/2021	1/10/2021	1/4/2022
		VECA ONLY	VEEA ONLY	ALL AGREEMENTS		
<b>2.3</b> On or after 1 July 2022	Annual	\$57,322	\$57,322	\$57,322	\$58,468	\$59,053
	Weekly	\$1,098.54	\$1,098.54	\$1,098.54	\$1,120.51	\$1,131.71
	Hourly	\$28.91	\$28.91	\$28.91	\$29.49	\$29.78
	Casual	\$36.14	\$36.14	\$36.14	\$36.86	\$37.23
<b>2.2</b> From 1 July 2021	Annual	\$56,475	\$56,475	\$56,475	\$57,604	\$58,180
	Weekly	\$1,082.30	\$1,082.30	\$1,082.30	\$1,103.95	\$1,114.99
	Hourly	\$28.48	\$28.48	\$28.48	\$29.05	\$29.34

	Casual	\$35.60	\$35.60	\$35.60	\$36.31	\$36.68
2.1	Annual	\$55,640	\$55,640	\$55,640	\$56,753	\$57,320
	Weekly	\$1,066.31	\$1,066.31	\$1,066.31	\$1,087.63	\$1,098.51
	Hourly	\$28.06	\$28.06	\$28.06	\$28.62	\$28.91
	Casual	\$35.08	\$35.08	\$35.08	\$35.78	\$36.14

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

Certificate III Educator (46/52 Rates) - 10 Week Leave Model		Arrears Commence	Arrears Commence	Scheduled Pay Increase	Current Pay Rates	Next Scheduled Pay Increase
		1/10/2020	1/01/2021	1/4/2021	1/10/2021	1/4/2022
		VECA ONLY	VEEA ONLY	ALL AGREEMENTS		
1.6	Annual	\$48,986	\$48,986	\$48,986	\$49,659	\$50,332
	Weekly	\$938.78	\$938.78	\$938.78	\$951.68	\$964.58
	Hourly	\$24.70	\$24.70	\$24.70	\$25.04	\$25.38
1.5	Annual	\$46,621	\$46,621	\$46,621	\$47,553	\$48,029
	Weekly	\$893.46	\$893.46	\$893.46	\$911.33	\$920.45
	Hourly	\$23.51	\$23.51	\$23.51	\$23.98	\$24.22
1.4	Annual	\$45,373	\$45,373	\$45,373	\$46,281	\$46,743
	Weekly	\$869.55	\$869.55	\$869.55	\$886.94	\$895.81
	Hourly	\$22.88	\$22.88	\$22.88	\$23.34	\$23.57
1.3	Annual	\$44,600	\$44,600	\$44,600	\$45,484	\$45,938
	Weekly	\$854.74	\$854.74	\$854.74	\$871.67	\$880.38
	Hourly	\$22.49	\$22.49	\$22.49	\$22.94	\$23.17
1.2	Annual	\$43,196	\$43,196	\$43,196	\$44,052	\$44,492
	Weekly	\$827.84	\$827.84	\$827.84	\$844.23	\$852.67
	Hourly	\$21.79	\$21.79	\$21.79	\$22.22	\$22.44
1.1	Annual	\$41,749	\$41,749	\$41,749	\$42,623	\$43,049
	Weekly	\$800.10	\$800.10	\$800.10	\$816.85	\$825.02
	Hourly	\$21.06	\$21.06	\$21.06	\$21.50	\$21.71

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

Certificate III Educator (52/52 Rates) - 4 week leave model		Arrears commence	Arrears commence	Scheduled pay increase	Current pay rates	Next scheduled pay increase
		1/10/2020	1/01/2021	1/4/2021	1/10/2021	1/4/2022
		VECA ONLY	VEEA ONLY	ALL AGREEMENTS		
1.6	Annual	\$55,375	\$55,375	\$55,375	\$56,136	\$56,897
	Weekly	\$1,061.23	\$1,061.23	\$1,061.23	\$1,075.81	\$1,090.39
	Hourly	\$27.93	\$27.93	\$27.93	\$28.31	\$28.69

	Casual	\$34.91	\$34.91	\$34.91	\$35.39	\$35.87
<b>1.5</b>	Annual	\$52,702	\$52,702	\$52,702	\$53,756	\$54,293
	Weekly	\$1,010.00	\$1,010.00	\$1,010.00	\$1,030.20	\$1,040.50
	Hourly	\$26.58	\$26.58	\$26.58	\$27.11	\$27.38
	Casual	\$33.22	\$33.22	\$33.22	\$33.89	\$34.23
<b>1.4</b>	Annual	\$51,291	\$51,291	\$51,291	\$52,317	\$52,840
	Weekly	\$982.97	\$982.97	\$982.97	\$1,002.63	\$1,012.66
	Hourly	\$25.87	\$25.87	\$25.87	\$26.38	\$26.65
	Casual	\$32.33	\$32.33	\$32.33	\$32.98	\$33.31
<b>1.3</b>	Annual	\$50,418	\$50,418	\$50,418	\$51,416	\$51,930
	Weekly	\$966.23	\$966.23	\$966.23	\$985.36	\$995.22
	Hourly	\$25.43	\$25.43	\$25.43	\$25.93	\$26.19
	Casual	\$31.78	\$31.78	\$31.78	\$32.41	\$32.74
<b>1.2</b>	Annual	\$48,831	\$48,831	\$48,831	\$49,798	\$50,296
	Weekly	\$935.81	\$935.81	\$935.81	\$954.35	\$963.89
	Hourly	\$24.63	\$24.63	\$24.63	\$25.11	\$25.37
	Casual	\$30.78	\$30.78	\$30.78	\$31.39	\$31.71
<b>1.1</b>	Annual	\$47,195	\$47,195	\$47,195	\$48,183	\$48,664
	Weekly	\$904.46	\$904.46	\$904.46	\$923.39	\$932.63
	Hourly	\$23.80	\$23.80	\$23.80	\$24.30	\$24.54
	Casual	\$29.75	\$29.75	\$29.75	\$30.37	\$30.68

**TABLE 7.1 - ALLOWANCES**

Clause	Allowance	Rate - 27 January 2022
<b>Common allowances</b>		
<b>27.2</b>	Vehicle allowance (Private vehicle)	<b>.80 cents</b> per kilometre
<b>27.3</b>	Clothing and equipment (uniform)	<b>\$1.93</b> per day or part day thereof in lieu of receiving such suitable protective clothing or uniform as required by the employer.
<b>27.5</b>	Meal allowance	<b>\$12.83*</b> or a meal to the employee.
<b>Early Childhood Teachers</b>		
<b>51</b>	Teacher in Charge	A Teacher in Charge will receive an additional amount per week equivalent to <b>4% of the pay rate</b> for a teacher at <b>classification level 1.1</b> . Currently \$1.29 per hour.
<b>Certificate III and Diploma Educators, Additional Assistants and Activity Group Leaders</b>		
<b>65.1</b>	First Aid	<b>\$1.10</b> per day
<b>65.2</b>	Toilet Cleaning	<b>\$1.54</b> per day
*Allowances may be adjusted annually in line with the Fair Work Commission's Annual Wage Review (1 July each year or a date as specified by the Commission).		



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

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

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

### Step 1

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



### Step 2

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



### Step 3

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



### Step 4

- Provide a copy of the **confirmation of new agreement letter (Appendix 1)**
- Place a copy of the confirmation letter in the employee's personnel file.

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

### IMPORTANT INFORMATION ABOUT CALCULATING AMOUNTS OWING:

- Between the commencement for your agreement (either 1 October 2020 or 1 January 2021) and 27 January 2022 - employees at your service may have become entitled to an increment/s (i.e. January 2021) depending on their increment anniversary date.
- If your service has previously adopted VECTEA 2020 rates of pay, you are only obligated to provide backpay for any months that you provided VECTEA 2016 rates (e.g. pre-July 2021).
- Since the new Agreement 2020 classifications and levels are being backdated, care must be taken to ensure that backpay for each employee is calculated taking into account:
  - the appropriate level at the translation point and,
  - any increment/s the employee may have become entitled and,
  - all pay increases which have occurred during this period. There was a second pay increment is from the first pay period on or after **1 April 2021** (clauses 48.6 and 59.6)

### ALLOWANCES AND SUPERANNATION?

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

### ELIGIBLE EMPLOYEES

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

Eligibility criteria:	Context:
If employed at your service <u>prior to 27 January 2022</u> and currently working at your service.	Eligible for arrears
If employed at your service on or after 27 January 2022 currently working at your service.	Eligible for arrears First pay period after the employee commenced at your service to the first pay period on or after 27 January 2022.
If <u>no longer employed at your service</u> and ended employment prior to 27 January 2022 (not working for the 2022 year).	There is no legal obligation to provide backpay to former employees under this Agreement.

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

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

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

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

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

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

In the letter, you will need to confirm:

- New classification (if applicable). Check your teachers and educators for salary increment changes.
- Hourly rate of pay under the New Agreement (refer to 1 October 2021 ELAA Wage Bulletins).
- Next increment date.

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

### CLOSING NOTES:

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

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

### FURTHER RESOURCES:

To support ELAA members in this process, we have developed materials and tools which are available for download on the [Resources Section](#) of the ELAA website.

### INTERESTED IN BECOMING AN ELAA MEMBER?

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

[JOIN ELAA NOW](#)

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## APPENDICES - TEMPLATES

### APPENDIX 1: CONFIRMATION OF NEW AGREEMENT LETTER

[Place on Service letterhead]

[Insert date]

[Insert employee name and address]

Dear [insert name of employee]

We wish to confirm that our service is now bound by the provisions of the **Victorian Early Childhood Agreement 2021 / Victorian Early Education Agreement 2021**. (Select one) as of 27 January 2022.

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

The employer is bound by the following in respect of your employment: {Victorian Early Childhood Agreement 2021 / Victorian Early Education Agreement 2021}. (Select one).

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

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

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

Yours sincerely,

[Insert name]

[Insert position]

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

..... (signature of employee)

Date of signature:    /    /

## APPENDIX 2: SAMPLE INTRODUCTION OF CHANGE LETTER

Place on Service letterhead]  
[Insert date]  
[Insert employee name and address]

Dear [insert name of employee]

Re: Introduction of change

The purpose of this letter is to notify you of the changes that [Insert name of service], has decided to implement to your work arrangements as a result of implementing the **{Victorian Early Childhood Agreement 2021 / Victorian Early Education Agreement 2021}**. (Select one). This change is pursuant to clause 9.

Details of the changes are as follows:

We consider these changes are necessary for the following reasons:  
[Insert details of the changes to occur. Be specific, such as change in weekly hours from X to Y]

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

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

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

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

Yours sincerely,

[Insert name]  
[position]

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

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

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

[Place on Service letterhead]

[Insert date]

[Retain union name as applicable]

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

Australian Education Union  
PO Box 363  
ABBOTSFORD VIC 3067

Dear [insert name of union representative],

Re: Introduction of change

[Insert name of service] has decided to implement changes to the employment of [insert name of employee] who is employed in the position of [insert position, such as teacher/early childhood educator], and [commence/commenced] on 27 January 2022.

These changes are made as a result of the implementation of the {Victorian Early Childhood Agreement 2021 / Victorian Early Education Agreement 2021}. (Select one).

Details of the changes are outlined in the attached letter, notifying the staff member of the changes.

In the event that either the employee and/or the union wish to make comments regarding this matter, please contact the undersigned within 14 days of receiving this letter.

Yours sincerely,

[Insert name]

[position]

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

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

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

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

## APPENDIX 4: TEMPLATE EMPLOYEE ROSTER

[Place on Service letterhead]

[Insert date]

[Insert employee name]

[Insert position]

Your new roster applies from [insert date]

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

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

[Delete options that do not apply]

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