



# **Victorian Early Childhood Teachers and Educators Agreement 2016 (VECTEA)**

## **Summary Document**

Currently the terms and conditions of Early Childhood Teachers and Educators employed in your service are regulated by the provisions of the *Victorian Early Childhood Teachers and Assistants Agreement 2009 (VECTAA)*.

ELAA and the AEU have participated in negotiations for an agreement to replace the *VECTAA 2009*, along with the involvement of the State Government as the funding body, and have reached agreement.

Once approved by the Fair Work Commission, this new agreement will apply to all teachers, activity group leaders and educators in your service, in both funded and unfunded programs. Throughout this document employment conditions for activity group leaders will match conditions for educators unless otherwise specified.

This document summarises the key differences between the new *VECTEA 2016* and the former *VECTAA 2009*. Unless specified, the conditions of *VECTAA 2009* remain unchanged and have been incorporated into the *VECTEA* in clearer language to deliver a more user-friendly, easier-to-understand agreement. The structure of the new agreement has also been streamlined, again to assist employers and employees to navigate their way through the agreement.

Understanding the provisions of the *VECTEA 2016* is essential to an informed consent process and therefore this summary document should be given careful consideration.

**PLEASE READ AND CONSIDER THIS SUMMARY DOCUMENT CAREFULLY**

The **title** has changed to reflect the terminology of educator rather than assistant.

## ***Victorian Early Childhood Teachers and Educators Agreement 2016***

The agreement is divided into parts (similar to VECTAA) to deal with common terms and conditions, followed by specific provisions for teachers and educators. Schedules at the back of the agreements deal with the list of respondent employers, salaries, salary packaging, roles and responsibilities and teacher standards.

### **Part A - Definitions**

**Definitions** are now at the front of the agreement, for ease of reference. Previously they were included throughout the VECTAA.

### **Part B – Application and Operation of the Agreement**

The **objectives and commitments** have been updated to reflect the context of the National Quality Framework; the importance of having a strong workforce; to provide simpler, clear agreements; and to express the commitment of both employers and employees to deliver high quality early education programs.

**Coverage of the Agreement.** The parties to the Agreement are:

- Employers listed in schedule 1
- Employees of employers listed in Schedule 1
- The Australian Education Union
- United Voice

**Employer Representation.** Early Learning Association Australia (ELAA) has the right to represent employers with any matter arising from the Agreement.

**Date and Period of Operation: No further claims.** The VECTEA will operate for a period until 31 July 2019, and will come into effect 7 days after the date it is approved by the Fair Work Commission. No further claims can be made during the life of the agreement and the parties agree to commence negotiations for a successor agreement no later than six months prior to 31 July 2019. The final salary increase is delivered in August 2018.

The **National Employment Standards** (NES) are referenced at various points in the agreement. The employer must ensure that copies of the relevant Agreement and NES are available to all employees (electronically or hard-copy). It will be important for employers and employees to cross-reference the NES when a provision in the agreement mentions the NES.

**Consultation**, previously known as “Introduction of Change.” This title more accurately reflects the process that the employer and employee/s must undertake when a significant change is being introduced in the workplace. The steps contained within the consultation process and the responsibilities of the parties remain the same.

**Grievance procedure.** This clause has been simplified for the purpose of greater clarity, but the process, timelines and responsibilities remain the same, with an option for mediation should the parties agree.

**Dispute resolution**, previously known as “Preliminary dispute resolution.” The new clause is less detailed but provides the same entitlements for dealing with a workplace dispute, including reference to the Fair Work Commission to help resolve the dispute if necessary.

In relation to grievances and dispute resolution, it will be important for service providers to have sound policies in place to be used in conjunction with the agreement provisions. These policies cannot offer less than the agreement, but should be used to clearly articulate the expectations of employers and employees.

**Disciplinary Procedure.** This clause reflects the current process of procedural fairness, being two formal warnings for unsatisfactory conduct followed by termination should the issue persist. Records of any disciplinary procedure are kept on the employee’s personnel file for a period of 12 months.

**Excessive or unreasonable work.** This is a new clause and has been included to assist in addressing the workload issue. It provides an employee with an industrial mechanism to deal with work that is considered excessive or unreasonable through the Dispute Resolution clause. In the first instance the parties must try to resolve the matter at the workplace level, and if still unresolved it can be referred to the Fair Work Commission.

## Part C – Common Terms and Conditions

**Types of Employment** was formally known as “Employment Categories” and provides a clearer, more logical explanation of the various categories of employment: full-time, part-time, temporary and casual.

A new category is introduced, “Temporary employment” and replaces what was known as “Relief Early Childhood Teacher.” This type of employment can be utilised when a position is vacant for a specified period of time (i.e.: whilst the employer is seeking to replace a staff member who has left the service); it can be utilised for a specific project, task or tied to specific funding (i.e.: if the DET or employer provide specific funding for a pilot program for a specific period of time); or to replace someone who is on leave for a specified period of time (i.e.: replacing someone on parental leave, long service leave, approved unpaid absence, or extended personal leave). A temporary employee is paid their relevant salary on the classification scale and pro-rata leave benefits. Alternatively, the employer may pay a 25% loading in lieu of the leave benefits.

This clause clearly states that temporary employment cannot be utilised by the employer to avoid any obligation to provide or dispense with an on-going position. On-going employment remains the standard employment type in our sector.

Casual employee replaces “Emergency Early Childhood Teacher” and “Casual Assistant” and means employment on a day-to-day basis. For teachers, this has changed from a period of up-to and including 4 consecutive days, to up-to and including 5 consecutive days. For assistants, it means employment on a day-to-day basis. There continues to be a casual rate of pay and a 25% loading in lieu of leave entitlements. Minimum employment periods remain the same: 3.5 hours on any one day for a teacher, and 2 hours on any one day for an educator.

**Variation to days or hours of employment.** Variation to hours or days of employment can only occur when the employee consents, or where the variation is required as a result of a change in funding, enrolment or curriculum. 4 weeks’ written notice must be provided and the Consultation process adhered to.

**Probation period.** The period remains the same at 12 weeks, with a possible extension by agreement for a further period not to exceed 6 months in total. The notice period (or payment in lieu) has changed. Previously, it was with at least one day’s notice by employer or employee. The notice period is now one week.

**Termination of employment.** There are two changes to this clause. It is now placed in the common terms and conditions, but the process and entitlements largely remain the same.

There continues to be different notice periods for teachers and educators, and the provisions do not apply to casual employees or matters related to serious misconduct. Provisions for job search remain.

The other change relates to a **statement of service**. Upon request by the employee the employer must provide a statement of service setting out the commencement and cessation dates, position title and the employee's classification. The employer must also provide (upon request) a statement of personal leave and long service leave balances. A casual employee (upon request) will be provided with a statement setting out the number of days worked during the period of engagement.

**Redundancy.** The entitlement is unchanged and is to be read in conjunction with the NES. As a result, the new clause is shorter because it is to be read alongside the NES provisions for redundancy.

Where an employee's hours are reduced by more than 25% without consent, redundancy may apply. Redundancy is also subject to the Consultation clause.

**Agreement Flexibility** formally known as "Individual Flexibility Arrangement", with entitlements unchanged. A Flexibility Agreement can only deal with one of the five matters listed and must meet the genuine needs of the employer and employee. Such an agreement must result in the employee being better off overall than if no arrangement was made. Such an agreement can be terminated by giving no more than 28 days written notice, or in writing at any time if the employer and employee agree.

**Salary Packaging.** Unchanged from former agreements and schedule 3 provides a template document.

**Superannuation.** Clause has been simplified, but provisions remain the same.

**Accident Pay.** Remains unchanged.

**Employee Work Locations.** This is a new clause to manage circumstances whereby an employer may direct an employee to attend another early childhood service for up to 5 consecutive days (i.e.: within a cluster). An employee must not unreasonably refuse such a direction, but any additional expenses incurred by the employee (i.e.: travel or childcare

costs) shall be met by the employer. Additional travel time will be counted as time worked. Any extension of the 5 day period can only occur with genuine consent.

**Rostered hours** brings together clauses from different sections of the former agreements and deals with the rostering of hours in 3 different ways: across a 38 hour week; a 76 hour fortnight; or over 152 hours in a four week period by agreement. This introduces a new capacity to roster hours across a fortnight or 4 week period, and may be a useful way to roster hours for shared planning between staff and staff meetings.

**Payment of Wages.** Entitlement remains unchanged.

**Allowances.** Where there are common entitlements for teachers and educators, these have been brought together (vehicle allowance, clothing and equipment, reimbursement of expenses, meal allowance). Some of the terminology has changed (currently protective clothing allowance and travel allowance).

The rates have also been increased. The vehicle allowance refers to the ATO rates. The clothing and equipment allowance has been increased from \$0.83/day to \$1.90/day, or the employer provides suitable protective clothing or a uniform in lieu of the allowance. The meal allowance is paid whereby an employee is required to work in excess of 9 hours in any one day, or more than four hours on a Saturday and has been increased from \$9.52 to \$11.38, or a meal is provided.

Reimbursement of expenses in connection with the employee's duties and at the written direction and approval of the employer will be paid or reimbursed by the employer. The clause contains a list of such expenses. Working with Children Checks and VIT Registration are costs borne by the employee.

All allowances will be varied annually as determined by the Fair Work Commission to ensure that allowances do not remain stagnant (as is the case for most allowances in former agreements).

**Personal / Carer's Leave and Compassionate Leave.** This clause brings teachers and educators together, but continues to provide the current quantum of leave (10 days for educators and 15 days for teachers, pro-rata for part-time).

The full entitlement is allocated at the commencement of employment and at the completion of each year's service. It continues to accrue year by year, but is not portable or payable on termination.

A teacher in their first year of teaching can continue to access the second year of entitlement should they need to access this leave (recognising that graduate teachers are often susceptible to illness).

A new provision has been introduced for an employee who resigns from their position, but has taken in excess of their notional entitlement to leave. The notional entitlement is the amount that would have accrued progressively over the period of employment. In this instance the employee must repay any payment made by the employer for the leave taken but not accrued, and the employer is entitled to withhold any monies (except from long service leave) to cover this amount.

The current timelines, processes and notice requirements apply. A medical certificate must be provided for any leave exceeding 3 consecutive days, or where there are reasonable grounds to suspect abuse, or where leave is taken either side of a public holiday.

**Compassionate Leave.** Entitlement and notice requirements remain the same, as 2 days with appropriate notice requirements.

**Infectious diseases leave.** Entitlement remains the same.

**Public Holidays.** Status quo, with public holidays listed (or substitute days). The “Grand Final Eve” holiday is dealt with as a day prescribed by or under a law of the State of Victoria. For Melbourne Cup Day, an alternate local holiday may be observed outside the Melbourne metropolitan area. Any absence on a public holiday does not result in loss of pay.

**Parental Leave.** This clause has been simplified and refers to the NES, so employers and employees need to be aware of their obligations in relation to notice and evidence requirements, period of leave, extension or reduction in period of leave and transfer to a safe job. All employees continue to be entitled to a payment equivalent to 14 weeks for maternity and adoption leave, and 1 weeks for partner leave, subject to eligibility requirements.

The only change relates to the parental leave payments associated with second or subsequent children. The former agreements were silent on this matter. The new agreement requires that an employee must have had 26 weeks’ service within the 52 weeks immediately preceding the leave in order to receive the payment.

**Community Service Leave.** This replaces “Jury Service” and provides the same entitlement to leave and payment. It also references the provisions of the NES.

**Long Service Leave.** The Long Service Leave Act 1992 (Vic) continues to apply. Entitlements remain as they are currently. Employers and employees are encouraged to seek advice prior to staff applying for and taking LSL.

**Meal Breaks.** This clause brings together separate clauses in the former agreements to provide a common entitlement, with the objective of simplifying the rostering of meal breaks.

All employees will be entitled to at least a 30 minute break after 5.5 hours from commencement of rostered work.

The break can be paid and completing non-teaching or non-contact duties, or unpaid and entirely free from duties. The type of break (paid or unpaid) would normally be agreed to via consultation and discussion regarding the best use of an employee’s time and the needs of the service.

Where the employer or Regulations require the employee to remain on the premises, the break is paid and counted as non-teaching or non-contact time.

In the case of an unforeseen circumstance, the break may be delayed and taken as soon as practicable, provided that the hours worked beyond the time when the break was due will be paid at the rate of time-and-a-half until such time as the break is taken in the day. Note the use of the word “unforeseen.” This is written to deal with emergency situations such as late pick up of children after a session or the cancellation of meal-break cover. It is not designed to deal with on-going challenges associated with rostering a break.

An employee can provide genuine agreement to delay the break to no later than 6 hours from the commencement of rostered work. Such an arrangement must be documented and is valid for a preschool year.

**Organisational Days.** All employees remain entitled to 2 child free days (pro-rata for part time) for organisational activities. However, the scheduling of these days has altered to take into consideration service delivery for families.

The first day of Term 1 and the last day of Term 4 will be common child-free days to facilitate the preparation for and conclusion of the preschool year. All employees not normally rostered to attend on either or both of these days will be rostered to work on these days, according to the average of their weekly hours and paid for such attendance. Any employee not normally rostered on one or both of these days may elect not to attend

on the actual day and will have substitute child-free time as agreed with the employer. This substitute time may occur on one of their normal rostered days, or another day on which the employee would not normally be rostered.

### **Models of employment / attendance.**

All teachers (other than PSFOs, Advisors, and Advisors in Charge) will be employed on the 10 week leave model of employment (thus delivering paid school holidays). PSFOs, Advisors, and Advisors in Charge will continue to receive 4 weeks annual leave and be paid the 52/52 salary rates.

Educators can be engaged on a 4 weeks leave model or a 10 weeks leave model. Educators on the 4 weeks leave model will be paid the 52/52 salary rates. Educators on the 10 weeks leave model will be paid the 46/52 salary rates.

Educators engaged under the 10 weeks leave model will not be required to attend during term breaks.

Existing employees will be converted to the 10 week leave model and paid accordingly, unless otherwise agreed between the employer and the employee.

An employer may advertise a new educator position which requires the educator to attend during any or all of the additional leave period of 6 weeks, and to be paid accordingly.

### **Annual leave and additional leave.**

This clause brings together the clauses formally known as “Holidays” for teachers and “Annual Leave and Additional Period of leave (On Call)” for assistants. It describes leave for all employees in quite a different way.

All employees are entitled to 20 days of annual leave (pro-rata for part-time) and it is accrued on a pro-rata basis.

In addition, an employee employed on the 10 weeks leave model is entitled to an additional 30 days of leave (pro-rata for part-time).

This provides employees with 10 weeks paid leave (a combination of annual and additional leave). Leave will be taken during term breaks unless otherwise agreed between the employer and employee. Public holidays that occur during term breaks do not count as part of the 10 weeks leave.

An educator may agree to work during any or all of the additional leave period (up to a maximum of 30 days) and will have their leave purchased back by the employer at ordinary time rates for the agreed period. In effect, the employer is buying back a period of leave.

Any educator currently employed on the “on call” option will be transferred to the standard 10 week leave model and have the additional unpaid hours converted to regular paid hours. This transfer will not result in a reduction in any employee’s weekly pay.

**Annual leave loading.** Entitlement remains the same with a loading of 17.5% on 4 weeks’ annual leave.

**Approved unpaid absence.** Entitlement remains the same.

**Electronic Communication.** Minor rewording, but the entitlement remains the same.

**Supported Wage System.** The detail of the former clause has been removed with reference to the incorporation of the entire clause from the Children’s Services Award 2010.

#### **Part D – Terms and Conditions for Early Childhood Teachers.**

##### **Classifications**

**Recognition of previous service.** A new addition at this clause counts service teaching children aged four to eight in an Australian school (picking up a clause contained within the Educational Services (Teachers) Award)

**Evidence of qualifications.** An existing employee can request reclassification on the basis of the criteria counted as service which was previously not made available or relevant at the time of his/her initial appointment, or because of the attainment of an additional qualification. The employer will consider such a request and if satisfied with the evidence will reclassify the employee, with the new rate of pay applicable from the date of providing evidence.

This will have particular relevance for teachers who have experience in schools teaching children aged up to eight, whereby this experience was previously not counted.

**Salaries.** Annual, weekly and hourly rates are provided for in schedule 2 of the agreement and are effective as of 13 August 2015. 1.5% increases are delivered each February and August, with the final increase in August 2018.

Those employees, employed as teachers under regulation 242, “working towards” an early childhood teacher qualification will be paid the salary rates applicable to an Activity Group Leader level 3.

**Commencement salary.** This clause describes the entry points for 3 and 4 year qualified teachers, as well as Preschool Field Officers and Advisors. 3 year qualified teachers will enter at level 1.1. 4 year qualified teachers will enter at level 2.1.

**Translations** provide a description of how to translate from the former to the new agreements, effective as of 13 August 2015.

**Salary increment progression.** This clause describes the process for progression through the classification scale, accounting for the two Validation points. The three levels, Graduate, Accomplished and Exemplary, have been renamed Levels 1, 2 and 3 to align with the language of the agreement that covers school teachers.

Validation between level 1 and level 2 will be removed in January 2017 and progression after this time will rely upon the completion of a year of service.

Validation between level 2 and level 3 will remain, but in January 2017 a new level, 2.5, will be created. Level 2 teachers will progress from 2.4 to 2.5 on the basis of a year’s service, then need to validate if they wish to proceed into level 3.

Progression is on the basis of 12 months of service since the last incremental anniversary date (for full-time or part-time staff. Employment periods of less than 4 weeks in any one service are not counted). The requirement for progression based on successfully completing a Professional Development and Enhancement Program (PDEP) no longer exists. Child-free days for professional development purposes continue to be provided (see below).

**Validation.** The process, timelines and standards remain unchanged, albeit with a clause written in a simplified manner.

**Allowances – Teacher in Charge.** In addition to the allowances provided for in the common part of the agreements, a teacher in charge allowance is payable when a teacher is required to have overall responsibility for a service comprising two or more units. This entitlement remains the same as under the former agreements.

**Professional Development.** The entitlement to 2 child-free days remains, for teachers to engage in formal and informal activities.

A day is defined as 7.6 hours (pro rata for part time employees).

The employer will determine the timing of the child-free days to release the teacher from teaching and other normally rostered duties in order to undertake professional development. The activities will be determined jointly to facilitate designated outcomes, and as far as possible set in advance each year so that parents can make suitable arrangements. As is the case now, relief staff would normally be sourced, but where that is not possible, the service would be closed and alternative arrangements put in place.

The employer may reimburse or meet part or all of the costs associated with approved PD activities.

Whilst teachers will participate in at least 2 child-free days of professional development, this is not a prerequisite for progression through the classification scale. Victorian Institute of Teaching (VIT) registration requirements determine a quantum of professional development to maintain registration (100 hours in a 5 year period).

**Saturday work rates.** The entitlement remains unchanged. Work ordinarily performed on a Saturday will be paid at time and a half with a minimum engagement of 3.25 hours and double time thereafter. This is for work normally rostered on a Saturday (i.e.: Saturday preschool).

**Teacher work and workload index.** This clause varies considerably from the former clauses that deal with teaching and non-teaching time, group size and caseload. It brings together a variety of clauses in a more logical manner and provides clearer provisions for the arrangement of time, the allocation of duties, and mechanisms that deal with workload. It articulates the varied and complex work of teachers, the factors that contribute to the teaching process, the type of duties that can be undertaken, and the considerations to be taken into account when allocating duties.

This clause specifically makes reference to teachers who perform the role of Educational Leader, and who engage in leadership, mentoring and advocacy – not with an overt quantum of time, but as one of the factors that can contribute the complexity of teaching and be considered in the allocation of non-teaching duties.

Time is divided into two components: teaching and non-teaching time. It is recognised that employers will determine the allocation of teachers work. There is no longer a provision for management support ancillary duties. Such duties may still be required by the employer, but they will need to be considered alongside the whole range of duties that a teacher could be expected to perform, along with an appropriate allocation of non-teaching time that does not exceed a 38 hours working week (or part-time rostered hours).

The current entitlements to teaching and non-teaching time remain, with maximum face-to-face teaching hours of 25.5 hrs/week, and a minimum of 12.5 hrs/week for non-teaching

duties. This provides a ratio of 30 minutes of non-teaching for each hour of teaching. Temporary teachers receive the same amount of teaching / non-teaching time. Casual teachers engage in a maximum of 80% of their contracted hours as teaching time, and a minimum of 20% of their hours for non-teaching time.

The workload index provides a calculation to determine reasonable workload for a teacher. The default group size is 30 and the maximum teaching time is 25.5 hrs / week. The index for a full-time teacher cannot exceed 765. This does not preclude large group sizes, but it may necessitate a rebalancing of teaching and non-teaching time to ensure the index for each individual teacher is not exceeded. Any calculation which results in a workload greater than an index rating of 765 (or pro-rata for part-time) will be deemed to be an excessive or unreasonable workload, with reference and remedy via the Excessive and Unreasonable Workload clause.

#### **Other Leave.**

#### **Leave to attend examinations and Leave for the conferring of degrees and diplomas.**

The former entitlements remain in place.

#### **Preschool Field Officers, Advisors in Charge and Advisors**

The former entitlement to time in lieu remains. Where these staff are authorised by their employer to perform duties outside their normal working hours there shall be added to their annual leave an equivalent period in lieu of such additional time worked.

**Payment for pre-service training.** The title was formally known as “Payment for undergraduate training.” The new language recognises that some teaching students are coming through post-graduate pathways. The entitlement to payment from any institution remains the same, and is forwarded in full to the teacher without unnecessary delay.

<b>Part E – Terms and conditions for Educators (including Diploma Qualified Educators, Certificate III Educators, Activity Group Leaders.)</b>
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**Duties.** This clause states that the employer shall determine the duties to be allocated and the time to perform them. It would be read in conjunction with the educator roles and responsibilities at schedule 4, the clauses that deal with contact and non-contact time, and

in the common Part C, clauses that deal with hours and excessive and unreasonable workload.

**Salaries.** Annual, weekly and hourly rates are provided for in schedule 2 of each agreement and are effective as of 13 August 2015. 1.5% increases are delivered each February and August, with the final increase in August 2018.

A new aspect to these agreements is the inclusion of a separate classification and pay point for educators employed in the role of Diploma Educator, at level 2.1 and paid according to schedule 2. Other educators (certificate III and grand-parented) are employed at levels 1.1 to 1.5 and paid according to schedule 2.

**Commencement Salary.** This clause describes the entry point for educators not required to hold a Diploma, those required to hold a Diploma, and Activity Group Leaders.

Educators not required to hold a Diploma will commence at level 1.1.

Educators who are required to hold a Diploma will commence at level 2.1.

An Activity Group Leader will commence at level 1.

**Translation of salaries and salary increment progression.** These clauses describe translation from former agreements to new agreements and how educators move within the scale. They recognise the fact that no one can enter the field unless they hold a certificate III qualification, so this becomes the new entry level point at 1.1.

Educators who hold a certificate III, equivalent or higher can progress to level 1.5.

Educators who do not hold a certificate III, but have been “grand-parented” can progress to level 1.3.

Progression through the classification scale is effective at 12 months of service at each level.

Educators appointed into a role that requires a Diploma qualification will be placed at level 2.1.

Activity Group Leaders continue to be placed on a 3-point scale and progress with each year of service.

**Reclassification.** Where an educator attains an additional qualification, reclassification will occur when the employer is satisfied with the evidence from a tertiary institution.

**Ordinary hours of work.** Ordinary hours of work are from Monday to Friday between 7.00am – 6.00pm. Work could be rostered outside these hours, and would generate overtime rates.

**Overtime.** Educators are entitled to overtime for all work authorised outside the ordinary spread of hours or in excess of 38 hours per week. This clause specifies rates for work performed on weekends and on public holidays.

**Time in lieu.** By agreement between an employer and employee, time in lieu may be provided instead of overtime payment for all authorised work. Time in lieu is accrued on the basis of hour for hour, and taken by agreement between the employee and employer.

**Contact time.** The employer will determine the contact time undertaken and this will naturally be determined by the child attendance sessions.

**Non-contact time.** This entitlement has changed considerably from the current calculation of educators' non-contact time and shifts to a ratio of time between contact and non-contact. The objective was to make the calculation of time simpler and to provide educators with a fairer, more equitable distribution of non-contact time. Non-contact time is no longer on the basis of 45 minutes "wrapped around" a session, plus the additional 5 minutes / hour. It is calculated as a ratio of time with a safety net to ensure educators don't lose non-contact time in the transition to new agreements.

The VECTEA provides a minimum of 15 minutes of non-contact for each contact hour, with a weekly minimum allocation of one hour for each child attendance session.

Non-contact time is calculated using the applicable ratio, or calculating one hour/session in each week. The greater of the two is applied as the amount of non-contact time per week.

Temporary employees undertake non-contact time on the same basis.

Casual educators undertake non-contact according to the roster of the employee they are replacing.

Educators employed as "Additional Assistants", staff surplus to regulated staff ratios, or staff covering breaks are not entitled to non-contact time.

**Activity Group Leaders'** non-contact time has been increased in the new agreements, to provide a minimum of 20 minutes for each contact hour (previously 30 minutes for each

session plus an additional 15 minutes per week). This will provide a more reasonable amount of non-contact time for Activity Group Leaders to undertake their planning and preparation duties.

**Rest pauses** – this clause has been removed.

**Higher duties.** This is a new clause that provides for the situation where a certificate III educator who holds a Diploma qualification may be requested by the employer to temporarily perform the duties of a Diploma Qualified Educator and Activity Group Leader. When this occurs, the educator is paid the entry rate of pay applicable to the higher classification for the whole period during which the duties are performed.

**Allowances.** Two additional allowances apply to educators, both of which remain unchanged from the former agreements.

**First aid allowance.** Where an educator holds a current recognised first aid qualification and is appointed by the employer to be responsible for the provision of first aid, a daily allowance of \$1.10 is paid.

**Toilet cleaning.** An employee required to regularly undertake toilet cleaning duties as part of their daily routine is paid \$1.54 / day.