

Early Childhood Education & Care



IEU the union for early childhood teachers

UNITE FOR CHANGE

**IEU LOG OF CLAIMS:
SUPPORTED BARGAINING AGREEMENT
NSW PRESCHOOLS**



IEU Log of Claims:
SB Agreement
NSW Preschools

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The enterprise agreement (the **Agreement**) negotiated between the IEU, UWU and CELA will be a multi-employer-enterprise agreement pursuant to s.242 of the *Fair Work Act* and will provide for the following:

Part 1—CONTEXT AND OPERATION

1. Title

The title of the Agreement shall be 'Unite for Change – NSW Preschools Supported Bargaining Agreement 2024'

2. Objects of the Agreement

The objects of the Agreement shall include:

- A commitment to work with Union parties to address the crisis in early childhood, including:

Pursuing a common vision that the early childhood education sector be recognised as a continuum of a child's education, from early childhood to the completion of schooling.

The parties commit to working together to achieve parity and equity in the terms and conditions of employment for teachers and educators in early childhood education settings, with their professional colleagues in school settings (K-12);

The parties commit to working together to address the workforce crisis, by pursuing agreed actions to seek to attract and retain teachers and educators to the profession and to the NSW Preschool sector;

- A commitment to the training and professional development of teachers and educators;
- A commitment to work with Employees and Union parties to address and manage workload pressures in the sector;
- A commitment to job security, effective workplace representation and enhancing fair working conditions.

3. Coverage, Scope and Operation

- The parties to the Agreement will be the Employers (listed in schedule/annexure X, 'Employers'), Employees (employees who perform duties within the coverage of the incorporated Awards) and Union parties (the IEU and UWU, 'Union Parties').
- The Agreement shall have a nominal expiry date of X.

- The incorporated Awards shall be the following:
Children’s Services Award 2010
Educational Services (Teachers) Award 2020

4. Relationship to Pre-Existing Agreements and Awards

The terms of an enterprise agreement, contract of employment and/or industrial arrangement that applied to a group or class of employees immediately before the commencement of this Agreement continue to apply to that group or class of employees notwithstanding the commencement of this Agreement and are incorporated into this Agreement to the extent that a term of the previous agreement conferred a more beneficial entitlement on those employees.

5. Conduct of the Parties

The Agreement shall require the parties to act in good faith in fulfilling their respective functions and obligations under this Agreement.

6. Negotiation of Next Agreement

The Agreement shall include a commitment by the parties to commence negotiations on a replacement multi enterprise agreement no less than three months prior to the expiry of this Agreement.

Part 2—DISPUTE RESOLUTION AND EFFECTIVE WORKPLACE REPRESENTATION

7. Dispute Settlement Procedure

- The Agreement shall include a dispute settlement procedure which will empower FWC to resolve any dispute arising in relation to any matter relevant to the employment relationship by conciliation and arbitration on referral by either party.
- The clause shall provide for the maintenance of the status quo until any dispute is resolved.

8. Union Recognition and Freedom of Association

- The Employers recognise the Union Parties as capable of representing and organising employees in the workplace. Employees will have reasonable access to their Union in paid time.

- The Employers will recognise Union delegates in their capacity as workplace representatives of employees and will treat them fairly and allow them to perform their role without discrimination or interference.
- Union Delegates will have the right to perform their functions in paid time, including discussions and consultation with employees, representing employees in disputes and participating in collective bargaining.
- A Union Delegate may take up to ten days leave per annum to attend to union business including training, meeting and information sessions and advocating for the sector.
- Union Delegates will be paid their average earnings during any periods of delegate leave.

Part 3—RATES OF REMUNERATION AND CONDITIONS OF EMPLOYMENT

9. Rates of Pay

- The Agreement will provide for parity in rates of remuneration provided to teachers and educators with rates of remuneration provided in school settings. Parity will be maintained for the life of the Agreement.
- Leadership positions including Director/Nominated Supervisor and Educational Leader will be benchmarked having regard to duties and responsibilities with comparable school leadership roles.
- The Agreement shall commit the parties to use their best endeavours to address disparity in rates of remuneration provided in this Agreement in comparison to remuneration rates provided to teachers in school settings.
- If proficient teacher accreditation is unable to be secured, at no fault of the provisionally accredited teacher employee, progression shall occur as if proficient teacher accreditation has been secured and the employee will work with the employer to achieve accreditation.
- If an employee is directed to 'act up' and perform duties at a higher classification than the employee must be paid at the higher rate for the duration of the appointment if the directed duties are performed for at least one full day.

10. Personal/Carer's Leave

- The Agreement will provide for a minimum of fifteen days paid personal/carers' leave at the commencement of employment and on the anniversary date for each subsequent year of service.

11. Parental and adoption leave

- The Agreement will provide for paid parental leave of 14 weeks at the normal rate of pay. Paid parental leave shall be in addition to an employee's entitlement to the Federal Government Paid Parental Leave Scheme and unpaid parental leave.
- The 14 weeks paid leave can be accessed in whole or part by an employee who is not the initial primary carer. At the time of birth 2 weeks paid partner leave shall be provided, provided that the paid leave accessed for the non-initial primary carer shall not exceed 14 weeks.
- Paid parental shall be exclusive of term breaks. Parental leave shall be counted as service.

12. Long service leave

- Long service leave shall accrue at 6.5 days for each year of service.
- Long service may be accessed after 5 years of service.
- At the employee's election long service leave may be transferred to any of the respondent employers of the Agreement.

Part 4—PROFESSIONAL DEVELOPMENT AND WORKLOADS

13. Professional development

- Employers commit to support and assist employees in their professional development and shall seek to implement best practice standards for the professional development of teachers and educators.
- Services will allocate four child-free dates per year, as determined by the employer, where employees will be released from rostered duties in order to undertake professional development.
- Teachers (other than casuals) will be eligible for 20 hours paid time for professional development, linked to Teacher registration/accreditation, internal and external professional development, and networking and mentoring activities.

- Early career teachers shall receive up to 4 days paid leave per year for the purposes of achieving proficient teacher accreditation. Proficient teachers that agree to take the role of Accreditation Supervisor and/ or Mentor, shall also receive up to 4 days paid leave for the purpose of mentoring provisionally accredited teachers.

14. Workloads and non-contact time

- Teachers will be provided non-contact time that is calculated on the basis of 50% of contact time. That is, for every hour of face-to-face teaching, 30 minutes of non-contact time will accrue
- Educators will be provided non-contact time that is calculated on the basis of 25% of contact time. That is, for every hour worked face-to-face with children, 15 minutes of non-contact time will accrue.
- In regard to non-contact time, for both teachers and educators, it is recognised that there is currently a crisis in attracting and retaining teachers and educators in ECEC settings. In the event that non-contact time cannot be accessed due to staff shortages the parties shall meet as a matter of urgency to address the staffing shortage.
- The parties acknowledge that teachers and educators must have the opportunity to perform all their duties within a reasonable timeframe and that this is essential to provide children with a high quality learning environment. Workload pressures shall be managed with consideration and urgency at all times.

Part 5—Schedule A: Rates of Remuneration

Rates of Pay – ECEC Teachers

School settings and ECEC settings – Educational Service (Teachers) Award and Department of Education/Catholic Systemic Enterprise Agreement:

Accreditation Status/ Years of service	DOE/Catholic Systemic Classification	Annual Salary	Modern Award Classification	Annual Salary
Provisionally accredited Graduate	Step 1	85000	Level 1	70045
	Step 2	91413		
Proficient accreditation	Step 3 (proficient)	95413	Level 2 (Proficient)	76560
P+1	Step 4	99220		
P+2	Step 5	106131		
P+3	Step 6	114115	Level 3	83347
P+4	Step 7	122100		
P+5				
P+6			Level 4	90134
	Highly Accomplished/Lead Teacher (HALT)	129948	Level 5 (HALT)	96919

Note: The yellow highlighted ‘annual salary’ column represents our claim for parity with school settings. For convenience a comparison with current modern award rates of pay is provided.

The highlighted rates apply to teachers in NSW public schools and teachers engaged in Catholic systemic schools. The rates applied from 9 October 2023 and will increase pursuant to collective bargaining outcomes from around 9 October 2024.

Leadership Allowances

Director’s and educational leader allowance				
Director's allowance:	Award 19.2(b)	% SR	Annual SR: 70,045	To be benchmarked with school settings
Level 1	Up to 39	11.5	8055.18	
Level 2	40—59	14.25	9981.41	
Level 3	60+	17.3	12117.79	
Educational leader allowance	19.4(c)	6.3	4412.84	

Note: In the DOE Award School Principals range from \$168,547 to \$216,264 and Head Teachers are paid \$140,502

Rates of pay – ECEC Educators

School settings and ECEC settings - Children’s Services Award and Catholic Systemic Enterprise Agreement:

Classification	Years of service	Min.weekly rate	Catholic Systemic EA – Learning Support	Min. weekly rate ¹
Children’s Services Employee				
Level 1.1	On commencement	910.92	Level 3.1	1355.23
Level 2.1	On commencement	944.02	Level 4.1	1525.25
Level 2.2	After 1 year*	975.04	Level 4.2	1552.80
Level 3.1	On commencement	1032.31	Level 4.1	1525.25
Level 3.2	After 1 year*	1067.90	Level 4.2	1552.80
Level 3.3	After 2 years*	1101.51	Level 4.3	1665.82
	After 3 years	1101.51	Level 4.4	1772.26
Level 3.4 (Diploma)		1162.41	Level 5	1772.26
Level 4A.1	On commencement	1101.51		1772.26
Level 4A.2	After 1 year*	1116.87		1772.26
Level 4A.3	After 2 years*	1132.12		1772.26
Level 4A.4	After 3 years*	1147.99		1772.26
Level 4A.5	After 4 years*	1163.35		1772.26
Level 4.1	On commencement	1215.95		1772.26
Level 4.2	After 1 year*	1234.62		1772.26
Level 4.3	After 2 years*	1252.99		1772.26
Level 5A.1	On commencement	1271.56	Level 6A ²	1979.85
Level 5A.2	After 1 year*	1280.69		1979.85
Level 5A.3	After 2 years*	1308.29		1979.85
Level 5.1	On commencement	1271.56		1979.85
Level 5.2	After 1 year*	1280.69		1979.85
Level 5.3	After 2 years*	1308.29		1979.85
Level 5.4***		1312.96		1979.85

¹ The published rates for the Catholic Systemic EA will be increased by 4% from 1 July 2024 based on the % increase to be provided in the *Crown Employees (School Administrative and Support Staff) Award 2022* (NSW public sector award).

Note the managerial roles in the CSA award (Level 5, ‘Assistant Director’) are not applicable to LSO’s in Catholic Systemic Schools. We have used classification 6A that provides for operational roles that have managerial responsibilities.

Crown Employees (School Administrative and Support Staff) Award 2022

Classification	Hourly	Hourly – 1 July 2024	Weekly – 1 July 2024
SLSO PS1	\$34.74	36.13	1,372.94
SLSO PS2	35.36	36.77	1,397.26
SLSO PS3	37.86	39.37	1,496.06
SLSO PS4	40.36	41.97	1,595.03

See clause 4, classifications and Part B, Schedule 1.

Note: SLSO PS is an acronym for 'School Learning Support Officer, Pre-School'