

Early Childhood Education and Care Multi-Employer Agreement 2024-2026

Employee Explanatory Document

Purpose

This document provides an explanation of the terms and effect of the Early Childhood Education and Care Multi-Employer Agreement 2024-2026 (the **Agreement**).

Who created the Agreement?

As you likely know a number of employers and unions have been involved in the ECEC Supported Bargaining process.

This process has been going for over 12 months under the supervision of the Fair Work Commission.

As making the Agreement required government funding, the Commonwealth Government have also joined into the process at various times to assist the parties undertaking the bargaining on funding issues.

The Commonwealth Government announced in October 2024 that it would fund certain wage increases (called the ECEC Worker Retention Payment) for employers until December 2026 in return for those employers agreeing to limit their fee increases during this period.

The Agreement represents an “in-principle” agreement reached by all the parties involved in the Supported Bargaining process.

When will the Agreement start to operate?

The Agreement will need to be “made” employer by employer through a majority vote.

Once this happens it will be sent into the Fair Work Commission for formal approval.

How long does the Agreement run for?

The Agreement operates until it is replaced by another enterprise agreement or terminated in accordance with the legislation.

It has a nominal expiry date of 30 November 2026. The parties to the Agreement will start to negotiate a replacement to the Agreement no later than 3 months before this date.

Does the Agreement allow access to the ECEC Worker Retention Payment (EWRP)?

Yes.

One of the conditions for an employer to access the funding to pay the EWRP is to have their employees covered by a “workplace instrument”. The Agreement qualifies for this.

How does the EWRP work in the Agreement?

The EWRP in the Agreement reflects the terms of the Early Childhood Education and Care Worker Retention Payment Grant Opportunity Guidelines released on 01/10/2024.

The EWRP is set out in clause 11 of the Agreement.

When can an employee expect to be paid the EWRP?

For an employer to pay you the EWRP a number of things will need to happen:

- They will need to apply for the funding (your employer will be doing this as a party to the bargaining process)
- They will need to have their application accepted and sign a Grant Agreement
- Once they receive the funding, they will start paying the EWRP to you and they will back pay it to 2 December 2024

How is the EWRP calculated?

The EWRP is a fixed dollar amount based on a calculation.

It has two instalments.

The first instalment is calculated as a dollar amount calculated as 10% of the current modern award rate.

The tables below set this first instalment out:

Classification	Column 2 Current minimum hourly rate 2 Dec 2024 – 30 Nov 2025	Column 3 New minimum hourly rate 2 Dec 2024 – 30 Nov 2025	Column 4 EWRP payable to staff 2 Dec 2024-30 Nov 2025
Teacher	\$	\$	\$
Level 1	36.74	40.41	3.67
Level 2	40.16	44.18	4.02
Level 3	43.72	48.09	4.37
Level 4	47.28	52.01	4.73
Level 5	50.83	55.91	5.08
Teachers - Term Time			
Level 1	35.33	38.86	3.53
Level 2	38.61	42.47	3.86
Level 3	42.03	46.24	4.20
Level 4	45.46	50.00	4.55
Level 5	48.88	53.77	4.89

Classification		Column 3 Current minimum hourly rate 2 Dec 2024 – 30 Nov 2025	Column 4 New minimum hourly rate 2 Dec 2024 – 30 Nov 2025	Column 5 EWRP payable to staff 2 Dec 2024-30 Nov 2025
		\$	\$	\$
Support Worker				
Level 1.1	On commencement	23.97	26.37	2.40
Level 2.1	On commencement	24.84	27.32	2.48
Level 2.2	After 1 year*	25.66	28.23	2.57
Level 3.1	On commencement	27.17	29.89	2.72
Children's Services Employee				
Level 1.1	On commencement	23.97	26.37	2.40
Level 2.1	On commencement	24.84	27.32	2.48
Level 2.2	After 1 year*	25.66	28.23	2.57
Level 3A.1**	On commencement	26.75	29.43	2.68
Level 3A.2**	After 1 year	27.17	29.89	2.72
Level 3.1	On commencement	27.17	29.89	2.72
Level 3.2	After 1 year*	28.10	30.91	2.81
Level 3.3	After 2 years*	28.99	31.89	2.90
Level 3.4 (Diploma)		30.59	33.65	3.06
Level 4A.1	On commencement	28.99	31.89	2.90
Level 4A.2	After 1 year*	29.39	32.33	2.94
Level 4A.3	After 2 years*	29.79	32.77	2.98
Level 4A.4	After 3 years*	30.21	33.23	3.02
Level 4A.5	After 4 years*	30.61	33.67	3.06
Level 4.1	On commencement	32.00	35.20	3.20
Level 4.2	After 1 year*	32.49	35.74	3.25
Level 4.3	After 2 years*	32.97	36.27	3.30
Level 5A.1	On commencement	33.46	36.81	3.35
Level 5A.2	After 1 year*	33.95	37.35	3.40
Level 5A.3	After 2 years*	34.43	37.87	3.44
Level 5.1	On commencement	33.46	36.81	3.35
Level 5.2	After 1 year*	33.95	37.35	3.40
Level 5.3	After 2 years*	34.43	37.87	3.44
Level 5.4***		34.55	38.01	3.46
Level 6A.1	On commencement	38.59	42.45	3.86
Level 6A.2	After 1 year*	39.07	42.98	3.91
Level 6A.3	After 2 years*	39.55	43.51	3.96
Children's Services Employee— Director				
Level 6.1	On commencement	38.59	42.45	3.86
Level 6.2	After 1 year*	39.07	42.98	3.91
Level 6.3	After 2 years*	39.55	43.51	3.96
Level 6.4	On commencement	41.02	45.12	4.10
Level 6.5	After 1 year*	41.40	45.54	4.14
Level 6.6	After 2 years*	41.89	46.08	4.19
Level 6.7	On commencement	42.39	46.63	4.24
Level 6.8	After 1 year *	42.88	47.17	4.29
Level 6.9	After 2 years*	43.36	47.70	4.34
*Reference to a year or years of service is to service in the industry				
**Former Western Australian 'E' worker classification				
***An Assistant Director who holds an Advanced Diploma (AQF 6/3 year qualified) must be paid no less than Level 5.4				

As you can see this is not simply a % increase to your wage but rather a fixed additional hourly amount which is added to your current actual wage.

If you are paid on the current award rates this will equate to what in effect is a 10% increase.

If you are paid above the award, you will still receive the EWRP hourly amounts but this will be less than a 10% increase.

This is because the EWRP is calculated off the award rates.

The second instalment of the EWRP will be a further 5% of the then award rate payable from 1 December 2025.

We do not know what this amount will actually be yet as it will be based on the award rates operating at that time and they will change before then.

Is the EWRP paid as part of my ordinary rate?

Yes clause 11 says that the EWRP is paid for all purposes which is technical speak for it being part of your ordinary hourly rate of pay.

Does the EWRP take into account the Annual Wage Review?

The EWRP clause also provides a safeguard for the annual wage review that will occur in 2025 and 2026 and on or after 1 July:

- (a) 2025, following the Annual Wage Review 2025, you must be paid at least 10% above the relevant minimum award rate; and
- (b) 2026, following the Annual Wage Review 2026, you must be paid at least 15% above the relevant minimum award rate.

Can the EWRP stop being paid?

Yes, in limited circumstances.

The EWRP clause has had to deal with the possibility that the funding stops in 2026 and also the possibility that an employer can no longer sustain the fee limits which could disqualify them from the funding.

To manage this clause 11 of the Agreement sets out the following conditions on the payment of the EWRP:

- The employer must be a party to an operative Grant Agreement
- The EWRP can stop being paid if the employer first applied to lift the fee cap imposed on them and not received the cap asked for and given affected employees 8 weeks' notice
- The EWRP can stop being paid if the Commonwealth terminates the employer's Grant Agreement, provided that they have taken all reasonable steps to fulfil their obligations under the Grant Agreement
- The EWRP can stop being paid on 1 December 2026 (when the funding currently will cease), unless the Grant continues in the same form (or to the same effect) after this date

I have heard that the Children's Services Award is being reviewed in a gender undervaluation case, will this impact the EWRP?

Clause 11 of the Agreement deals with this by allowing any increase from this case to be absorbed into the EWRP.

Is the Agreement based on the Children's Services Award 2010 and the Educational Services (Teachers) Award 2020?

Yes.

The Agreement is set out in parts.

Part A applies to all employees.

Part B applies to teachers.

Part C applies to educators and support staff.

There are also a series of added parts dealing with trainees, juniors, wages, classifications etc.

While there have been some changes to what is currently in the awards most of what is in the Agreement reflects the awards as they operate today.

We have set out below the major differences to the awards.

Major differences to the Children's Services Award 2010 and the Educational Services (Teachers) Award 2020?

Clause	Title	Terms and Effect
4	Purpose of this Agreement	This clause outlines the purpose of the Agreement including the aim to provide for funded pay and working conditions for employees.
5.4	Coverage	This clause explains who the Agreement applies to.
5.6 and 5.7	Savings	<p>This clause makes sure no employee goes backwards in pay and conditions because of the Agreement being made.</p> <p>It also provides special rules for employers and employees in the not-for-profit and community sector.</p> <p>This is because several employers in this sector already have enterprise agreements and they want to keep more beneficial provisions in these for existing and future employees.</p>
9	Dispute resolution	<p>This clause sets out a disputes procedure for disputes about the NES or the Agreement,</p> <p>It allows the FWC to conciliate and arbitrate a dispute.</p> <p>It also requires work to continue normally during a dispute subject to certain WHS requirements.</p>
10	Union delegates rights	<p>This is a new mandatory requirement for enterprise agreements and the Agreement includes the 'model' clause setting out recognition, rights and responsibilities for union delegates which is in modern awards with more beneficial access to trade union delegates training for union delegates.</p> <p>This clause does not require anyone to join a union nor does it require each workplace to have a union delegate.</p>
15.4 (b)	Direction to take annual leave during shut down	This clause reflects the current award shutdown clause however it now defines the 'Christmas vacation' as a period of no greater than 2 weeks covering the dates of Christmas Day (December 25), Boxing Day (December 26) and New Years Day (1 January), unless a long day care provider has a practice of a longer shut down period, in which case that period can apply.
21.	Long service leave	This clause allows an employer and employee to agree to take long service leave in periods which could include single days.
22	Professional development	<p>This clause explains the benefits of professional development and sets out the types of activity it can include.</p> <p>It also requires employers to provide professional development opportunities to employees to meet the needs of their operations including professional development for employees, and relevant backfill that the employer receives funding for.</p>
23	Computers	<p>This clause requires an employer who requires an employee to utilise a computer or tablet to perform their work to provide access to a computer or tablet provided by them.</p> <p>This is only where the employer requires the work to be performed in this way.</p>

26	Cultural responsibility	This clause is to support the <i>Belonging, Being and Becoming, the Early Years Framework for Australia</i> . It provides reasonable paid planning time to Aboriginal and Torres Strait Islander educators and teachers who agree to perform certain functions related to embedding of Aboriginal and Torres Strait Islander culture in a service.
27-30	Term time teachers	This is a facilitative clause that allows employers to engage teachers and educators under 'preschool' or term time arrangements in accordance with the awards. This supports continuation of some current practice in where preschool/ kindergarten teachers may access 'school holidays'.
Schedule D, D.5.1	Proficient Accreditation	This clause sets out when an employee will be considered proficient and now includes when the employer and employee agree that the employee meets the proficient standards or where the regulator has been very slow in assessing an employee who is ready and their employer determines they are of a proficient standard.
Schedule D, D.8.2	Support for new teachers	This clause provides that where an employer has requested a teacher or otherwise agreed with a teacher to act as a mentor for a Level 1 teacher as part of the accreditation or registration process the employer will support the mentoring process including providing reasonable release from ordinary duties where operationally practicable. This reflects the current provisions applying to the mentee.