

**Memorandum of Understanding**

**Education Support Class**

This memorandum of understanding reflects the commitments and undertakings agreed between the Department of Education and Early Childhood Development, the Australian Education Union, the Community and Public Sector Union and the Liquor, Hospitality and Miscellaneous Union arising from the negotiations in 2008 for a workplace agreement in Victorian Government Schools in respect to Education Support employees.

The agreed commitments and undertakings are as follows:

**Service Improvements**

- The parties recognise that only the employer under the *Education and Training Reform Act 2006* determines the timing of the existing four pupil free days provided not more than three days will occur prior to the day students commence the each school year. The Employer may move one of these three days into the school year to meet the needs of schools within the context of the Blueprint. The parties agree that any realignment of pupil free days will not alter the number of student attendance days and will be consistent with the Blueprint objectives.

**Salary Increases**

- Four salary increases effective from the first pay period on or after:
  - 4.9% - 1 September 2008
  - 2.71% - 1 April 2009
  - 2.71% - 1 April 2010
  - 2.71% - 1 April 2011
- Revised School Services Officer classification and salary structure comprising the following features:
  - Alignment with teaching classification structure
  - Creation of a new two level classification structure with five work value ranges
  - Merging of the current SSO 1, Range 2 and SSO 2, Range 3 into one salary range and work value level
  - Removal of salary sub-division 1 of the current SSO 1, Range 1
  - Creation of a new maximum salary at the base level of the new structure.
  - Revised Dimensions of Work to reflect the new five level structure

**Negotiations for Next Agreement**

- It is agreed that negotiations for the next agreement will commence no later than January 2012 and that the union parties to the agreement commit that no industrial action will be taken prior to 1 April 2012.

### **Attendance Issues**

#### *Time in Lieu*

- Unless otherwise agreed by the parties to the agreement time off in lieu can be granted on any day other than a day of approved leave.

### **Staffing Issues**

#### *Fixed term employment*

The Department undertakes that:

- all offers of fixed term employment will specify the reason code for the fixed term employment.
- in predicting enrolment decline for the purposes of clause 17(2)(d)(iii) the Department will rely on the enrolment predictions set out in EMIS or its successor.
- pending the implementation of the HRMS upgrade in 2010 the Department will actively monitor fixed term vacancy trends and identify those schools that appear to have a larger number of fixed term vacancies than the school's circumstances would indicate.
- it will monitor the level of fixed-term employment and provide information to the unions within the requirements of the *Information Privacy Act 2000*.
- in determining any other reason for fixed term employment under clause 17(2)(d)(v) the Department will consult the unions.

#### *Staff Rotation*

- The intention of clause 17(2)(c)(i) is to facilitate staffing co-operative arrangements or similar arrangements. The Department undertakes that should it seek to broaden the operation of this clause it will consult the unions.

#### *Staffing Guidelines*

- For the purposes of clauses 17(2)(b), 17(3)(b) and 17(3)(e) the Department undertakes that it will consult the unions regarding any changes to the *Recruitment in Schools Guide* and the *Management of Excess Staff* that impact on the operation of those clauses.

### **Implementation of the Common Progression Cycle**

- The Department undertakes to provide a one off transition payment, at the commencement of the agreement, to those employees whose salary progression is delayed beyond twelve months as a result of the implementation of the common progression cycle on 1 May 2009.
- This payment shall equal the daily value of the salary progression amount due on 1 May 2009 multiplied by the number of days in excess of 12 months.
- Where it is known that a fixed-term period of employment will end prior to the 1 May 2009, the employee will not receive the transitional payment. Where that employee commences a further period of employment prior to 1 May 2009, and that period of employment immediately follows the previous fixed-term period, he or she will receive the transitional payment on commencement of the new period of employment.

**Access to Computers**

- During the life of the agreement the parties agree to continue discussions on Education Support employees' access to and/or provision of computers, including laptop computers.

**Leave**

- Pending the implementation of the HRMS upgrade long service leave will continue to be managed according to existing arrangements with all employees being converted to the new hours methodology as part of the HRMS upgrade. Employees who separate in the meantime will have their LSL payment in lieu calculated based on the new hours methodology.

**Special Payments**

- For the purpose of clause 16(i)(d), the Department undertakes that it will consult the unions should it seek to broaden the circumstances where a special payment may be paid.

**Composition of Merit Protection Boards**

- The parties agree that the composition of Merit Protection Boards should include Education Support employee representation for grievances and or appeals lodged by Education Support employees and the Department undertakes to seek legislative change to give effect to such representation. The parties agree to enter further discussions if the necessary legislative change does not occur.

**Signatories:**