Memorandum of Agreement

Outdoor and Environmental Education Centres

between

Department of Education, Training and Employment

and

The Queensland Teachers' Union of Employees

Application and Purpose

1. This Memorandum of Agreement ("the MOA") applies to Department of Education, Training and Employment employees appointed to teaching and classified teaching positions at Outdoor and Environmental Education Centres ("subject employees").

2. The purpose of the MOA is to prescribe arrangements for the subject employees that are binding on, and enforceable by, the parties in accordance with the MOA and Department of Education, Training and Employment School Teachers' Certified Agreement 2012 ("the Certified Agreement").

3. The parties agree to abide by the terms of the MOA, having regard to the application and purpose of this MOA.

Objective

4. The objective of this agreed position is to provide a framework for the terms and conditions of service for the subject employees. Any review of this position should occur through consultation and review between the parties.

Date and Period of Operation

5. This MOA replaces all previous versions and shall remain in force for the operative lifetime of the Certified Agreement.

6. The parties may agree to vary the MOA by written agreement signed by the parties during the life of the MOA/Agreement.

Termination of Agreement

7. Either party may terminate this MOA by providing written notice to the other party.

8. This MOA will cease to have effect 16 weeks after a party provides such written notice of termination to the other party.
Dispute Resolution

9. In accordance with the Dispute Resolution provision (Part 3) of the Certified Agreement, either party may seek the assistance of the Queensland Industrial Relations Commission ("the Commission") in relation to a dispute arising from the application of the MOA.

10. The parties may not seek the assistance of the Commission in relation to the creation of this or a replacement MOA.

11. In accordance with s.181 of the Industrial Relations Act 1999, the parties must not engage in industrial action in relation to the MOA.

Arrangements

12. The following arrangements will apply to subject employees:

12.1 Appointment and Transfer of Staff

Principal and Deputy Principal positions will be filled in line with the processes for the selection of classified teachers.

The provisions of the Teacher Transfer Guidelines apply to teachers at all O&EECs.

12.2 Teachers - Hours of Duty

Teachers appointed to centres will be covered by the Teachers' Award – State 2012 and the Department of Education, Training and Employment School Teachers' Certified Agreement 2012 and their replacements.

The QTU acknowledges the need for flexibility and supports the concept of negotiated teaching times. However, the amount of non-contact and teaching time has been agreed by the parties. The amount of weekly non-contact time is 2 hours and 45 minutes and weekly teaching time is 21 hours and 25 minutes exclusive of the 10 minute rest pause.

Where the permanent teachers and temporary teachers work in excess of 7 hours rostered duty time per day or 25 hours rostered duty time per week they will be compensated through the TOIL provisions in this agreement.

Where a casual teacher is engaged to replace a teacher who was rostered to work in excess of 5 hours of rostered duty time in one day, the casual teacher will be paid for the total number of rostered duty hours worked on the day.

12.3 Time off in lieu ("TOIL")

Teachers appointed to centres may be required to participate in the provision of educational programs and associated activities in fulfilment of their duty of care to participating students at times other than during normal school hours and during gazetted school holiday periods. Where teachers undertake such duties, time worked will be compensated through time off in lieu ("TOIL").

Each centre will develop a TOIL agreement in consultation with centre staff. This agreement will be reviewed annually using the consultative arrangements contained in the Department
of Education, Training and Employment State School Teachers' Certified Agreement 2012. The TOIL agreement shall be provided to new staff upon appointment to the centre.

Where the provision of such programs involves travel to other centres, time taken for travel shall be combined with the time worked presenting educational programs and compensated in the same manner as outlined above. Teachers shall also be compensated for travel in accordance with the relevant Directives.

All TOIL accruals must be taken by the end of the school year in which it is accrued.

In addition to rostered duty time, staff in centres may undertake other, incidental duties such as promoting the centre to schools and participating in local environmental groups. These duties will be seen as voluntary and do not accrue TOIL.

TOIL will accrue for the following activities:

(i) rostered duty time over 25 hours per week. For O&EECs this will include no more than 21 hours 25 minutes of rostered face to face teaching and no less than 2 hours 45 minutes of rostered preparation and correction time;

(ii) daily rostered duty time in excess of 7 hours;

(iii) rostered duty time on public holidays or during gazetted school holiday periods; and

(iv) professional development required for the delivery of an O&EEC core program held during gazetted school holiday periods.

The following activities are considered rostered duty time:

(i) all face to face teaching, supervision and associated professional duties;

(ii) both the travel time and the time worked presenting programs to other centres/school;

(iii) the management of resources which cater for O&EEC specific programs;

(iv) all activities relating to the duty of care of participating students; and

(v) professional development required for the delivery of an O&EEC core program held on both week days and/or weekends.

TOIL will not be accrued for the following activities:

(i) any voluntary activities;

(ii) program writing;

(iii) program preparation; and

(iv) other "professional duties" similarly performed in "traditional" schools.
It is expected that the student supervision duties will be shared between O&EEC teachers and the supervising teachers that accompany the students.

All efforts should be made to ensure that teachers are not engaged for more than 7 hours of rostered duty time per day.

Where a teacher is required to participate in overnight activities that prevent the teacher returning to their residence, an incidental expenses allowance will apply as outlined in this agreement.

The list of activities included in this agreement that can be approved for TOIL should be used as a guide only and the TOIL accrual for other professional activities should be considered at the individual centre.

12.4 Staffing

The Department commits to providing a base allocation of three teaching FTE (one Principal and two teachers) to the O&EEC, excluding Wanparda Matilda Outback Education Centre. Where an O&EEC currently has a base allocation in excess of three teaching FTE, the Department commits to maintaining this base allocation.

The parties further commit to investigating processes by which centres will be able to access additional staff as a consequence of growth.

12.5 Miscellaneous Teachers' Allowance

The Miscellaneous Teachers' Allowance ("MTA") was introduced in 1977 to compensate teachers in Residential Outdoor Education Centres. This allowance is a daily allowance paid to teachers as compensation when they are required to be absent from their residence overnight. Where centre programs require teachers to remain with students overnight and they are unable to return to their place of residence, the MTA will be paid.

Teachers in receipt of the MTA as at the date this agreement is signed by both parties will continue to receive the payment for the duration of the agreement where centre programs require teachers to remain with students overnight and they are unable to return to their place of residence.

O&EEC teachers who are not in receipt of the MTA as at the date this agreement is signed by both parties will be compensated in accordance with the incidental expenses allowance payable to public servants under the relevant Directive. These teachers will be paid the incidental expenses allowance where centre programs require teachers to remain with students overnight and they are unable to return to their place of residence. The incidental expenses allowance payable under this clause will be funded in accordance with current practices for the MTA.
SIGNING
Signed by the Parties on the dates set out below.

Signed for and on behalf of the State of Queensland represented by the Department of Education, Training and Employment

by Dr Jim Watterston
Director-General
this 5th day of Jan 2014

Signed for and on behalf of the Queensland Teachers' Union of Employees by the person named below who warrants they are duly authorised to sign for and on behalf of the QTU

by Graham Moloney
General Secretary
this 20th day of May 2014