

Memorandum of Agreement
Outdoor and Environmental Education Centres
between
Department of Education
and
the Queensland Teachers' Union of Employees

Application and Purpose

1. This Memorandum of Agreement (the MOA) applies to Department of Education 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 and Training State School Teachers' Certified Agreement 2016* (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.234 of the *Industrial Relations Act 2016* (Qld), 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

Unless otherwise specified in this agreement the appointment and transfer of staff (teachers and classified teachers) will occur in line with the standard departmental processes, with all relevant departmental policies and procedures applying to all O&EEC staff.

The following additional factors to be met for Principal and Deputy Principal position recruitment:

- The Principal Association representative on the panel will be a current O&EEC Principal or have adequate knowledge of the specialist nature of an O&EEC classified teaching role.
- Key capabilities used to assess applicants will reflect the specialist nature of O&EECs.

12.2 Teachers - Hours of Duty

Teachers appointed to centres will be covered by the *Teaching in State Education Award – State 2016* and the Certified Agreement 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 such programs are specific and unique to the centre, participation in such programs and activities will be on a voluntary basis and may attract TOIL.

Centres requiring duty outside normal school hours will develop a TOIL agreement in consultation with centre staff. This agreement will be reviewed annually using the consultative arrangements contained in the Certified Agreement. 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.

Any centre based arrangements for accruing and compensation of TOIL will be developed in consultation and should reflect the MOA as well as reflect the following principles across each centre:

- all centres will undertake judicious timetabling to reduce the occurrences of TOIL; and
- all TOIL balances must be at zero at the end of a school year and will not be paid out.

TOIL will accrue for the following:

- (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.

It is expected that the student supervision duties will be shared between O&EEC teachers and the supervising teachers that accompany the students.

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

12.5 Allowances

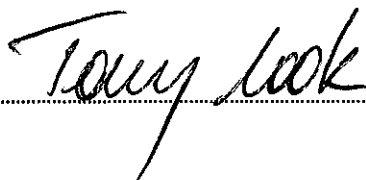
In 1977, the Miscellaneous Teachers' Allowance (MTA) was introduced to compensate O&EEC teachers based at Maroon Outdoor Education Centre and Camp Fairbairn Outdoor Education Centre who were required to remain with students overnight and unable to return to their place of residence.

As at 11 April 2011, it was agreed between the parties to replace the MTA with the provisions of the directive relating to domestic travel and living expenses at all

O&EECs. Those teachers in receipt of the MTA as at 11 April 2011 will continue to receive the allowance for the duration of the MOA.

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**

by Tony Cook

Director General

this 30 day of July 2018



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 2nd day of August 2018