

Memorandum of Agreement

Teacher Coordination [Remote Area Teacher Education Program (RATEP)]

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 (DoE) employees appointed as Teacher Coordinators [Remote Area Teacher Education Program (RATEP)] (subject employees). The program is also known as the Community Based Aboriginal and Torres Strait Islander Teacher Education Program.
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

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 (QIRC) in relation to a dispute arising from the application of the MOA.
10. The parties may not seek the assistance of the QIRC 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 Tenure

Teacher Coordinators (RATEP) initial tenure will be for a maximum of three years. Extensions to this initial tenure will be subject to the agreement of both the Regional Director and the Teacher Coordinator (RATEP).

12.2 Rostered Duty Time

The rostered duty time of a Teacher Coordinator (RATEP) is outlined in clause 15.5 of the *Teaching in State Education Award – State 2016*.

DoE and the Queensland Teachers' Union (the QTU) acknowledge that some of the rostered duty time of a Teacher Coordinator (RATEP) associated with the four major work areas (teaching, student support, course organisation/administration and community engagement) needs to be undertaken outside of normal school operating hours. Where this occurs, the Teacher Coordinator (RATEP) will negotiate with, and seek approval from their supervisor for the necessary adjustments to their weekly rostered duty time to ensure their weekly total does not exceed 25 hours per week. DoE and the QTU acknowledge that Teacher Coordinators (RATEP), like other teachers, are involved in meetings and other activities outside of rostered duty time.

12.3 Time Off in Lieu (TOIL)

Teachers appointed as Teacher Coordinator (RATEP) may be required, on a voluntary basis, to undertake duties on weekends and during gazetted school holidays. Where such duties are consistent with Teacher Coordinator (RATEP) position description and have been approved by their supervisor prior to the duties undertaken, the following TOIL provisions will apply.

Where the Teacher Coordinator (RATEP) undertake such duties, time worked will be compensated through TOIL at the following rates:

- for work of less than five hours – for each hour or part thereof, hour for hour to be taken at a time agreed between the Teacher Coordinator (RATEP) and the relevant Principal; and
- for work one full day – five hours for each day worked to be taken at a time agreed between the Teacher Coordinator (RATEP) and the relevant Principal.

Where the provision of such programs involves travel to other centres, time taken for travel shall be combined with the time worked presenting the programs and compensated in the same manner outlined above. Teacher Coordinator (RATEP) shall also be compensated for travel as per the Directive relating to travel in accordance with section 54(1) of the *Public Service Act 2008* (Qld).

All TOIL must be taken by the end of the school year in which it is accrued. TOIL will be taken wherever possible at a time that minimises the impact on the delivery of the RATEP at the particular centre and that is mutually acceptable to the Teacher Coordinator (RATEP) and their supervisor.

12.4 Transfer

Allocation of teachers to positions after service as a Teacher Coordinator (RATEP) will be through the placement process. The parties agree and understand that the placement of a teacher following the completion of their Teacher Coordinator (RATEP) service shall be at the discretion of the Director-General or delegated officer. Should a suitable placement be unable to be arranged, the teacher will be required to participate in the Department's transfer process.

The quantum of a Teacher Coordinator's (RATEP) transfer points will be maintained upon appointment and the Teacher Coordinator (RATEP) will continue to accrue transfer points as other teachers in the centre.

12.5 Conversion to Permanency

Teacher Coordinators (RATEP) employed as a temporary teacher will be subject to the conditions found in the Memorandum of Agreement in relation to the conversion to permanency. It should be noted that conversion to permanency applies to conversion to the role of a classroom teacher and does not guarantee to the role of Teacher Coordinator (RATEP).

SIGNING

Signed by the Parties on the dates set out below.

Patrea Walton

Signed for and on behalf of the **State of
Queensland** represented by the **Department of
Education**

by *Patrea Walton*

this *22nd* day of *March* 20 *18*

G. Moloney

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*

this *29th* day of *March* 20 *18* ,