

**Memorandum of Agreement**  
**Instrumental Music Teachers and Instructors**  
**between**  
**State of Queensland represented by the Department of Education ('DoE')**  
**and**  
**the Queensland Teachers' Union of Employees ('QTU')**  
**and**  
**the Together Queensland Union of Employees ('TQ')**

**Application and Purpose**

1. This Memorandum of Agreement (the 'MOA') applies to Department of Education (DoE) employees appointed as Instrumental Music Teachers and Instructors (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 State School Teachers' Certified Agreement 2019* (the Certified Agreement) and its immediate replacement agreement once approved (*Department of Education State School Teachers' Certified Agreement 2022*).
3. The parties agree to abide by the terms of the MOA, having regard to the stated 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 immediate replacement of the current Certified Agreement, unless terminated earlier in accordance with clause 7 below.
6. The parties may agree to vary the MOA by written agreement signed by the parties during the period of operation of the MOA.

**Termination of MOA**

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:
  - 9.1 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; and
  - 9.2 the parties may not seek the assistance of the QIRC in relation to the creation of this or a replacement memorandum of agreement.
10. 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

11. The following arrangements will apply to subject employees:

### 11.1 Industrial Agreements

The parties acknowledge legislation and industrial agreements that provide the working conditions of the subject employees who are employed by DoE. The parties recognise the obligations pursuant of the *Industrial Relations Act 2016* and Office of Industrial Relations Public Service Directives including entitlements to part-time employment and parental leave, and the maximisation of permanent employment. The parties reaffirm the commitments of the agreed instruments including *Teaching in State Education Award – State 2016* (the Award), and the Certified Agreement.

DoE will ensure that base school principals and Regional Music Coordinators (RMC) will be aware of their responsibilities in making decisions that impact on the working conditions of the subject employees.

### 11.2 Hours of duty and related matters

The parties reaffirm the commitment to workplace health, safety and wellbeing and the importance of work-life balance. Accordingly, base school principals and Regional Music Coordinators (RMCs) who support subject employees need to be aware of clause 15.2 of the Award which provides for hours of work and related matters. The parties reaffirm that any amendment of a subject employee's timetable and program is subject to consultation and agreement at the local level between the base school principal and the subject employee.

The parties reaffirm the working conditions of subject employees prescribed in the Award that include, but not limited to:

- a) a 45 minute uninterrupted meal break;
- b) maximum time spent on incidental duties including conducting a maximum of 20 concerts per year (on a pro rata basis for part-time employees);
- c) rostered duty time to commence no earlier than 0800 and concluding no later than 1600, however through agreement with the subject employee and LCC, duties can commence or conclude outside the span of hours, provided that the parties agree

that duties cannot commence earlier than one hour prior to the start of the school day or cease later than one hour after the end of the school day; and

- d) rostered duty time to be less than seven hours of duty in any one day;
- e) no requirement to commence duty more than once on any one day.

The parties recognise that there is no reasonable expectation for a subject employee to attend staff meetings when such meetings are conducted outside rostered duty time.

The parties recognise cleaning and sanitising of instruments is ordinary performance of duties each year. There is no requirement for subject employees to undertake cleaning of instruments outside of rostered duty time.

It is appropriate for cleaning of instruments to be undertaken in rostered duty time as negotiated between the individual subject employee and the Principal, giving consideration to, the reduction of face-to-face instruction time in the first and final weeks of the school year.

### 11.3 Workload management

The parties reaffirm their commitment to clause 2.17 of the Certified Agreement and the *Principles of Good Workload Management* that are prescribed in Schedule 6 of the Certified Agreement.

The parties agree as far as practicable the work of an individual subject employee should not be unreasonable or excessive when allocating time for subject employees with regards to duties and circuits. Consideration of workload factors should be given to, but not limited to, the following:

- a) duties relating to the operation and organisation of the program;
- b) travel time;
- c) class sizes;
- d) range of abilities (where unavoidable), and needs of students including levels and types of support required;
- e) academic reporting requirements;
- f) OneSchool mandatory reporting requirements;
- g) Non-Contact Time;
- h) Administrative tasks (such as planning music camps, planning for and coordinating parent support committees, creating rolls, managing instrumental music catalogues and associated photocopying that complies with copyright).

#### 11.4 Qualifications

Subject employees who obtain or hold a qualification sufficient to gain registration as a teacher will be referred to as an Instrumental Music Teacher.

The working conditions of an Instrumental Music Teacher will be those prescribed for Instrumental Music Teachers and Instructors by the Award and this MOA.

The parties commit to engage with all relevant stakeholders and working to ensure the removal of barriers to Instrumental Music Teachers being eligible for full teacher registration.

An Instrumental Music Instructor who is accepted into a course of study to upgrade their qualification to the level required for registration as a teacher with the Queensland College of Teachers will be supported.

#### 11.5 Instrumental Music Reference Committee (IMRC)

The parties agree that employees should be consulted about decisions that may affect their employment conditions and/or workload and that meaningful consultation with affected employees leads to improved organisational outcomes. The parties acknowledge that the existing Local Consultative Committee (LCC) is the key mechanism for managing workload issues at the local level, in accordance with the Certified Agreement.

The parties agree to maintain the established IMRC as a forum to facilitate consultation between DoE, the subject employees and their unions regarding the implementation of this MOA.

The IMRC is a state-wide committee that will meet at least once a term. Membership of the IMRC shall comprise equal representation of employees nominated by DoE and the Unions as outlined below:

Departmental Representatives	Union Representatives
• State Schools Division – Director (Chair)	• Instrumental Music Teacher(s)
• State Schools - Performance Representative	
• Regional Music Coordinator(s)	• Instrumental Music Instructor(s)
• Principals – Primary and Secondary	• QTU Representative(s)
• Employee Relations Representative	• TQ Representative(s)

The IMRC will provide a consultative mechanism on matters that are included in the IMRC's terms of reference.

#### 11.6 Regional Music Coordination

The parties recognise the role of Regional Music Coordinators in providing professional supervision and support to Instrumental Music Teachers and Instructors.

#### 11.7 School Music Coordination

The parties note there is no agreed role description for the position School Music Coordinator. In schools that do not include a School Music Coordinator, the duties and responsibilities should only be delegated to an Instrumental Music Teacher or Instructor

by agreement with the subject employee and the LCC with consideration made regarding necessary support provisions.

#### **11.8 Staffing**

The parties commit to working towards an equitable distribution of Instrumental Music Teachers and Instructors across the regions during the lifetime of this MOA.

#### **11.9 Collegial Engagement**

The parties acknowledge the *Collegial Engagement in Classrooms* joint statement.

The parties acknowledge that Instrumental Music Teachers and Instructors are best placed to make professional judgements about pedagogy and appropriate teaching and learning resources. Further, that effective models of collegial engagement are underpinned by professional trust and mutual respect and are subject to consultation with teaching staff. The parties agree that highly effective models of collegial engagement involve negotiations between the teacher and observer relating to the focus and intent of observations, the timing and frequency of observations, and the feedback protocols and desired follow up actions.

#### **11.10 Fatigue Management**

The parties acknowledge that in accordance with 15.2(c)(1) of the Award that subject employees will be required to conduct performances outside of rostered duty time.

On such occasions, the base schools, in consultation with all affected schools, must ensure that 10 consecutive hours off-duty occur between the conclusion of duties required at such performances and the commencement of teaching duties on the following day.

#### **11.11 Non-Contact Time**

An Instrumental Music Teacher or Instructor will be entitled to 150 minutes of non-contact time per week on a pro rata basis, to be delivered by means of the arrangements outlined in 11.12 of this MOA.

It is agreed that the requirement of the number of students taught/instructed each week will not increase/decrease upon the provision of non-contact time.

#### **11.12 Class/Group Size**

The average group size of a subject employee will be 4-6 students. The minimum number of students per group will be no less than 3 students. The maximum group size will not exceed 10 students.

Classes will be grouped in accordance with DoE's Inclusive Education procedure.

In primary schools the length of a regular weekly instrumental music lesson should be a minimum of 30 minutes.

In secondary schools the timetabling of instrumental music lessons will be subject to the normal provisions of the school timetable, however, the minimum weekday lesson length should not be less than 30 minutes.

#### **11.13 Facilities**

Schools must ensure that there is an appropriate and functional workspace in order for Instrumental Music Teachers and Instructors to provide lessons and ensemble instruction to students.

#### **11.14 Meal Break and Rest Pause**

Rostered duty time will include a scheduled meal break and rest pauses, if applicable. Subject employees will be entitled to a rest pause of 10 minutes for every three continuous hours of rostered duty time worked. Such rest pauses will be considered as rostered duty time.

#### **11.15 Travel Time**

Time required for travel between schools on the same day will be considered part of the subject employee's work program.

Where the distance from home to the first school of the day is greater than that for the base school, additional time required to travel to the school is to be incorporated in the subject employee's work program and therefore within rostered duty time.

Subject employees may be eligible to claim a motor vehicle allowance in accordance with Directive 20/16 Motor Vehicle Allowances, as amended or replaced from time-to-time.

#### **11.16 Staff professional development / Student free days in January**

The parties recognise the requirement for planning and coordination to ensure the success of the Instrumental Music Program. As part of the staff professional development / student free days (SPD/SFD) in January, subject employees will have the opportunity to collaborate with RMCs to plan the implementation of the curriculum for the school year.

Mandated training and Professional Development Plans for subject employees will be coordinated by the base school in accordance with local arrangements.

**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 Michael De'Ath

Director-General

this 20 day of June 2022



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 Kate Julie Ruttiman

this 27 day of June 2022



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

by Alex Scott

this 18 day of July 2022