

**Memorandum of Agreement**  
**Senior Guidance Officers and Regional School Sport Officers**  
**between**  
**State of Queensland represented by the Department of Education**  
**and**  
**the Queensland Teachers' Union of Employees**

**Application and Purpose**

1. This Memorandum of Agreement (**MOA**) applies to Department of Education (**DoE**) employees appointed as Senior Guidance Officers (**SGOs**) and Regional School Sport Officers (including Representative School Sport Officers, Queensland School Sport Officers and Queensland School Sports Manager) (**RSSOs**) (**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 application and purpose of this MOA. The application of this MOA is subject to the variation of the *Teaching in State Education Award - State 2016* (**Teachers' Award**) to include coverage of the subject employees.

**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.

**Background and acknowledgements**

5. Prior to their transition to the Teachers' Award, SGOs and RSSOs were entitled to accrue Annual Leave and Additional Days Off (**ADO**) and/or Time Off In Lieu (**TOIL**) in accordance with the terms and conditions of the *Queensland Public Service Officers and Other Employees Award - State 2015*.
6. The parties acknowledge that SGOs and RSSOs will be entitled to Annual Leave in accordance with Clause 19 of the Teachers' Award.

7. ADO and TOIL are not an entitlement available under the Teachers' Award. The parties acknowledge that SGOs and RSSOs will no longer be entitled to accrue ADO and/or TOIL once they are covered by the Teachers' Award except as otherwise provided by this MOA.
8. The parties acknowledge that in limited and role specific circumstances the work of SGOs and RSSOs can be directed to occur outside of the span of hours, on weekends and during school holidays.
9. In accordance with the Certified Agreement, the Department is committed to supporting and promoting a safe and healthy work environment and practices for SGOs and RSSOs that support wellbeing and work-life balance. Where required to drive for work purposes, the Driver Safety Guide should be consulted to eliminate or reduce risks as appropriate.

#### **Date and Period of Operation**

10. Subject to the variation of the Teachers' Award to include coverage of the subject employees, this MOA shall remain in force for the operative lifetime of the immediate replacement of the current Certified Agreement.
11. 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**

12. Either party may terminate this MOA by providing written notice to the other party.
13. This MOA will cease to have effect 16 weeks after a party provides such written notice of termination to the other party.

#### **Dispute Resolution**

14. 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.
15. The parties may not seek the assistance of the QIRC in relation to the creation of this or a replacement MOA.
16. 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**

17. The following arrangements will apply to subject employees.

## **17.1. Transition arrangements for accrued annual leave for SGOs and RSSOs**

17.1.1. The parties agree to the following transition arrangements for accrued annual leave with effect from the date of the transition to the Teachers' Award.

- a) SGOs and RSSOs will be invited to cash out balances of their preserved accrued annual leave in excess of four (4) weeks, in accordance with the *Industrial Relations Act 2016 (Qld)* and / or provide details of their plan to take their preserved accrued annual leave within the first two (2) years following their transition to the Teachers' Award from 1 July 2022 (ie by 30 June 2024).
- b) If SGOs and RSSOs do not wish to cash out their balances (leaving a balance of 4 weeks) or otherwise do not provide details of their plan to take their preserved accrued annual leave by 30 June 2024 (ie within the first two (2) years following their transition to the Teachers' Award as provided by clause 17.1.1.a) above), the Department will provide a written direction to the SGO / RSSO advising of when the remaining preserved annual leave is to be taken, in accordance with the *Industrial Relations Act 2016 (Qld)*.
- c) Arrangements for taking preserved annual leave balances are to be discussed and documented with the SGO's / RSSO's manager, whose approval to take the preserved annual leave shall not be unreasonably withheld. Subject to the provisions of this MOA, *Directive 04/17 Recreation Leave* (as amended from time to time) and DoE's *Leave Policy* and *Employee Leave Procedure* (as amended from time to time) applies to the taking of annual leave.
- d) For any remaining preserved annual leave balances as at 1 July 2024 (ie 2 years after the date of the transition), DoE will provide a written direction to the SGO / RSSO advising of when the remaining preserved annual leave is to be taken, in accordance with the *Industrial Relations Act 2016 (Qld)*. The direction will require the start date of the leave to occur prior to the expiry of the replacement Certified Agreement.

## **17.2. Transition arrangements for accrued TOIL / ADO**

17.2.1. Following the transition of SGOs and RSSOs to the Teachers' Award, any accrued unused ADO or TOIL balances as at that date will be preserved and able to be taken for a period of two (2) years after the date of the transition to the Teachers' Award from 1 July 2022 (ie until 30 June 2024).

- 17.2.2. Arrangements for taking preserved ADO or TOIL balances are to be discussed with the SGO's / RSSO's manager, whose approval to take the preserved ADO or TOIL shall not be unreasonably withheld.
- 17.2.3. SGOs and RSSOs will also be invited to cash out their preserved TOIL to help reduce balances.
- 17.2.4. Any preserved ADO or TOIL not taken by 1 July 2024 (ie 2 years after the date of the transition to the Teachers Award on 1 July 2022) will be forfeited and will not be paid out.

### **17.3. Time off in lieu for SGOs**

- 17.3.1. The parties acknowledge that SGOs may be directed to attend scheduled and/or emergency Suspected Child Abuse and Neglect (SCAN) meetings during school holidays, noting that weekly meetings occur throughout the calendar year, with the exception of two weeks in December/January.
- 17.3.2. Where an SGO prepares for, attends and follows up from a scheduled and/or emergency SCAN meeting during a school holiday (including attending by telephone / video conference), the SGO is entitled to time off in lieu for the time worked in accordance with clause 17.3.7. Time off in lieu for attending emergency SCAN meetings during school holidays will be a minimum of two (2) hours for the purpose of clause 17.3.7.
- 17.3.3. Where an SGO is not available to attend SCAN during school holidays, the region will select from the other approved delegated officers.
- 17.3.4. The parties acknowledge that regions may implement an availability roster for SCAN work during school holidays to enable rotational availability for SCAN work.
- 17.3.5. SGOs who provide supervision and support to detention centres during State school holidays will be entitled to time off in lieu with a minimum of two (2) hours in accordance with clause 17.3.7.
- 17.3.6. The parties also acknowledge that SGOs may be required to travel extensive distances to support isolated or remote communities outside the span of hours.
- 17.3.7. Where SGOs are directed to work in accordance with clauses 17.3.1 – 17.3.5, SGOs will be entitled to time off in lieu at an agreed time for the days or hours directed to work during the school holidays, or to address significant travel requirements. Such time is to be approved prior to being accrued and prior to the time off in lieu being taken. Any time in lieu not taken by the end

of the school year in which the time was accrued will be forfeited and will not be paid out.

#### **17.4. Time off in lieu for RSSOs**

- 17.4.1. The parties acknowledge that RSSOs may be directed to perform work outside of the span of hours (including at night and on weekends).
- 17.4.2. The parties also acknowledge that RSSOs may be required to travel extensive distances outside the span of hours to perform the duties of their role.
- 17.4.3. Where RSSOs are directed to work in accordance with clauses 17.4.1 – 17.4.2, RSSOs will be entitled to time off in lieu at an agreed time for the days or hours directed to work . Such time is to be approved prior to being accrued and prior to the time in lieu being taken. Any time in lieu not taken by the end of the school year in which the time was accrued will be forfeited and will not be paid out.

#### **17.5. Travel Time for SGOs and RSSOs**

- 17.5.1. Time required for travel as part of their required duties will be considered part of the SGOs and RSSOs work program and will be incorporated within rostered duty time and will include a scheduled meal break and rest pause, if applicable.
- 17.5.2. SGOs and RSSOs 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.
- 17.5.3. **Fatigue Management**

The parties acknowledge that subject employees may be directed to perform duties outside of rostered duty time.

On such occasions there must be 10 consecutive hours off duty between the conclusion of duties and the commencement of duties on the following day.

#### **17.6. Staff professional development / Student free days**

- 17.6.1. RSSOs and SGOs are entitled to student free days as per clause 15.9 of the Teachers' Award and will plan activities relevant to their role and employment for these days in collaboration and consultation with their supervisors.

17.6.2. The parties recognise the requirement for planning and coordination for SGO and RSSO work and sporting programs. As part of the staff professional development / student free days (SPD/SFD) in January, subject employees will have the opportunity to collaborate with their colleagues across the state to plan the programs for the school year and/or conduct or participate in relevant professional development programs.


17.6.3. Mandated training and Professional Development Plans for subject employees will be coordinated in accordance with local regional arrangements.

### **17.7. Implementation**

The parties agree to meet on a monthly basis for the first six (6) months from the commencement of this MOA to monitor the progress of implementation.

**SIGNING**

Signed by the Parties on the dates set out below.

  
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**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

  
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**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 Ruttiman

.....  
General Secretary

.....  
this 27 day of June 2022