

Birrigai Outdoor School
Agreement re exemption from provisions of Section O of ACT DET Teaching Staff Union Collective Agreement 2007-2009

1. This agreement arises from the provisions of Clause 135 of the *ACT Department of Education and Training Teaching Staff Union Collective Agreement 2007-2009* (the Agreement).
2. The parties to this agreement are the ACT Department of Education and Training and the Australian Education Union – ACT Branch.

3. General Provisions

The purpose of the Birrigai Agreement is to allow Birrigai to:

- (a) operate without reference to the requirements specified in Clauses 90, 91 and 92 of Section O of the ACT DET Teaching Staff UCA 2007-2009;
 - (b) conduct Birrigai programs outside of specified school term times;
 - (c) authorise teaching staff at Birrigai to:
 - i. move their required Stand Down periods to other times during the designated school year to allow programs and PD to be conducted during specified Stand Down periods; and
 - ii. acquit their individual PD obligations during school term time when programs and PD are being conducted by Birrigai teaching staff during Stand Down periods;
 - (d) use the first working day following Australia Day (usually designated as DET Induction Day) as their first day of PD in stand down in order to prepare for programs and PD booked immediately after the Public Holiday.
4. These arrangements will apply to all fulltime teachers and part-time teachers (on a pro rata basis) employed at Birrigai working in accordance with the Agreement, including teachers who commence at any time during 2008.
 5. Birrigai teachers may deliver programs at Birrigai for the full calendar year in 2008 except at the following times:
 - (a) The designated recreation leave period for school based teachers which commences on the 24 December 2007 and continues, excluding public holidays, until 29 January 2008 (unless substitute day/s are agreed);
 - (b) Thursday 24th April 2008 (unless a substitute day is agreed);
 - (c) All approved and gazetted public holidays;
 - (d) Agreed periods when Birrigai teachers are engaged in professional learning.

6. Definition of "Teachers' work" at Birrigai

The nature of Birrigai does not allow measurement of teachers' workload using the requirement for an average of 19 hrs face-to-face teaching per week as specified and defined in the UCA. In the context of Birrigai, "teachers' work" is much broader than face-to-face teaching. The equivalent of face-to-face teaching is a combination of 'Program contact hours', 'Program coordination' and 'Program organisation'. As part of their duties, Birrigai teachers also have other 'professional requirements' which are in addition to the PD requirements of all teachers specified in Clause 97 of the UCA.

For Birrigai teachers:

- (a) 'Program contact hours' means:
Delivery of programs, which includes:
 - i. actual time teaching/delivering the program, and administration associated with program delivery;

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- ii. delivery of instruction/supervision of activities, completion of reporting requirements, follow-up as required (both on and off-site, and both during and after the program), and completion of any other tasks as required;
 - iii. meetings as required to organise program delivery
- (b) 'Program Organisation' means:
Preparation and follow-up for the Birrigai program, which includes:
- i. set up and pack up of materials/equipment in the field;
 - ii. safety checks of and setting up of ropes course elements and equipment;
 - iii. packing up, checking and logging of all ropes course equipment.
- (c) 'Program co-ordination' means:
A Birrigai teacher is assigned the Coordination responsibilities for a specific program, which includes:
- i. 'Program contact hours' and 'Program organisation'
 - ii. coordination of meetings between Birrigai teaching and non teaching staff to ensure dietary and special needs are met and medical requirements are managed;
 - iii. pre-visit meetings with schools/external staff/agencies to ensure the program delivers the specific requirements of the school;
 - iv. travel time to attend meetings as required;
 - v. arrival meetings with the visiting schools' teachers to outline use of facility and emergency procedures;
 - vi. co-ordination and organisation of evening activities and;
 - vii. general oversight of the particular program being delivered.
- (d) 'Professional requirements' of all teachers at Birrigai include:
- i. gaining Certificate IV competencies relevant to instructing on Birrigai High Ropes Course. Birrigai will allocate appropriate time and support necessary to meet this requirement;
 - ii. observation and training for delivery of program activities to ensure consistency;
 - iii. training to acquire/update/maintain qualifications required to conduct program activities (e.g. high ropes, high ropes rescue, first aid);
 - iv. regular scenario training to a high level in isolated area emergency procedures;
 - v. regular staff meetings
 - vi. PD – system/school/individual;
 - vii. creation and maintenance of documentation for standard operating procedures for high ropes, risk assessment, qualifications audit, etc (work that is separate to normal tasks associated with program delivery).
- (e) The School Leader C at Birrigai will undertake work described in clauses 6(a), (b) and(d), together with administrative duties and support functions as agreed with the Principal.
The SLC manages the timetable and therefore is not designated as coordinator to one particular program.
- (f) The mix of duties for all teachers as described in 6(a)-(d), and for the SLC as described in 6(e), may not be evenly distributed at any one time of the year. The proportion of any particular duty may vary according to operational requirements at Birrigai at the particular time.

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7. Attendance requirements for teaching staff – Monday to Friday

Standard hours for application and calculation of leave purposes are 8.30am to 12.30pm and 1.30pm to 4.51pm. Teaching staff at Birrigai will work a notional 7hrs 21mins per day within a span of hours from 8.00am-5.00pm from Monday to Friday (a notional total of 36hrs 45mins per week). Specific attendance time within this bandwidth will be negotiated with the Principal on either an individual or collective basis, taking into account provisions of clauses 166 and 167 of the *ACT DET Teaching Staff UCA 2007-2009*.

By agreement between the relevant teacher/s and the principal, teaching staff may work outside the notional daily span when there are after-hours requirements for programs/other approved activities, or pre-program set-up requirements for programs/other approved activities.

8. Attendance outside the notional daily span

i. Attendance between 5.00pm and 8.00am

Teaching staff at Birrigai may sometimes be required by the program/other approved activity being delivered to be on duty between 5.00pm and 8.00am on a weekday. In such circumstances, the Principal and teacher will agree a variation of attendance time.

One (1) hour of flexible attendance time will be provided for each one (1) hour worked between 5.00pm – 8.00am to a maximum of six (6) hours for an overnight program requirement. This variation will take account of any OH&S issues such as program activities that may be affected by late finish/early start events. Where possible, the flexible attendance time should be aggregated to provide a block of time for the teacher at the beginning or end of the day that can be acquitted as a late start or an early finish.

Where agreed between the principal and the teacher, a teacher providing a program that requires a late finish/early start may access free overnight accommodation at Birrigai. An evening meal and/or breakfast as appropriate will be provided free of charge to a teacher when required to stay beyond 5.00pm/overnight or start before 8.00am for program activities.

ii. Attendance on a weekend

Where a teacher and the principal agree that the teacher will conduct a program on a Saturday or a Sunday, a day or part-day of time in lieu (TIL) will be negotiated with the principal and provided at a time mutually agreed between the teacher and the School Leader C when the teacher is not required to undertake program activities. Any dispute about access to TIL is to be referred to the principal in the first instance.

Any accrued TIL must be acquitted during the teacher's period of placement at Birrigai; TIL is not transferable to another person or to another location. Every effort must be made to acquit accrued TIL in full by the end of each year; in exceptional circumstances, the principal may approve TIL being carried forward into the following year.

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- iii. Attendance for "Call-outs"
Where a teacher is "called out" on a weekend for a program being conducted at Birrigai, appropriate arrangements for time in lieu (TIL) will be negotiated with the principal and provided at a time mutually agreed between the teacher and the School Leader C when the teacher is not required to undertake program activities. Any dispute about access to TIL is to be referred to the principal in the first instance.

Any accrued TIL must be acquitted during the teacher's period of placement at Birrigai; TIL is not transferable to another person or to another location. Every effort must be made to acquit accrued TIL in full by the end of each year; in exceptional circumstances, the principal may approve TIL being carried forward into the following year.

9. Teaching Staff on duty by agreement during stand down periods

Depending on Birrigai teaching staff availability, Birrigai may deliver programs and PD during school stand down periods. Teachers who have agreed to be available during Stand Down will deliver these programs/PD activities and make individual stand down arrangements at an alternate time mutually agreed between the teacher and the principal.

These arrangements are separate to individual system/school or personal PD requirements.

10. Stand Down arrangements in 2008

Designated stand down periods in schools for 2008 are as follows:

- (i) 29 January 2008 to 31 January 2008 (3 days)
- (ii) 14 April 2008 to 25 April 2008 (8 days)¹
- (iii) 7 July 2008 to 18 July 2008 (10 days)
- (iv) 29 September 2008 to 10 October 2008 (9 days)²

A teacher based at Birrigai who works during part or all of a stand down period is entitled to an equivalent number of days of stand down at an alternate time as detailed in clause 10. All days of stand down for 2008 must be taken by the last day of Term 4, i.e. 19 December 2008. This will be monitored using the Birrigai TIL system. Note: Professional learning requirements in clause 11.

For the 2008 calendar year individual stand down arrangements for teachers based at Birrigai are to be negotiated with the Principal and approved by the Director Human Resources as required.

11. Individual Professional Learning requirements

All full time teachers are required to complete a minimum of five days approved professional learning per year in accordance with clause 97 of the ACT Department of Education and Training Teaching Staff Union Collective Agreement 2007-2009.

Teachers based at Birrigai are required to complete a minimum of three of the required professional learning days in the negotiated individual stand down periods, unless this requirement is varied in line with clause 3(c)ii.

¹ 8 days excludes Annual Leave Day on 24 April 2008 and Anzac Day public holiday on 25 April 2008

² 9 days excludes Labour Day public holiday on 6 October 2008

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One of the remaining required professional learning days may be completed in half or full day blocks outside of regular hours of duty. In accordance with the *Guidelines for the Use of the Flexible PD Day*, with the approval of the Director this day may also be acquitted in 2-hour blocks. The final professional learning day (or equivalent) may be completed in the teacher's own time unless this requirement is varied in line with clause 3(c)ii. The content and timing of professional learning days must be negotiated with and documented by the Principal and relevant Director Schools at the commencement of the school year. The Principal will also sign off that the required professional learning has been completed at the end of the school year.

This clause will be varied as required to reflect any changes to the general PD provisions for teachers.

12. Personal Protective Clothing

- (a) Birrigai teachers will be provided with 4 Long Sleeved UV protection shirts with the Birrigai logo.
- (b) Birrigai teachers will be required to wear this shirt while on duty conducting programs at Birrigai.
- (c) Replacement of these shirts will be on the basis of reasonable wear and tear.
- (d) The laundering of these shirts is the responsibility of each teacher.
- (e) Teachers will also be provided with access to other appropriate protective clothing and or uniform (e.g. hats, wet weather gear) where there is an identifiable safety or business requirement.
- (f) All personal protective clothing issued under this clause remains the property of Birrigai unless the teacher purchases the items outright.

13. Application and review of Birrigai Agreement provisions

All teachers appointed to Birrigai during the period in which the exemption from the provisions of Section O of the union collective agreement operates will be informed of the arrangements before taking up duty. A teacher who takes up an appointment at Birrigai during the year will assume the leave arrangements applying to the teacher being replaced unless doing so would cause the new teacher to exceed stand down entitlements. In exceptional circumstances variations to the individual stand down arrangements may be made by negotiation with the principal. Such variations must be approved by the Director Human Resources.

14. Teachers who leave Birrigai to take up DET office based positions or other ACT Government positions must take any accrued stand down, TIL, or annual leave entitlements before taking up the new position.

15. Where teachers leave Birrigai unexpectedly for reasons other than of their own volition and are unable to take annual leave entitlements they will retain the recreation leave credit.

16. The parties agree to revise the relevant details in this agreement for 2009 (or other period as agreed) as early as possible in Term 4, 2008.

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Michael Bateman
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Signature
Michael BATEMAN
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Print name

**ACT Department of Education
and Training**

18/12/07
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Date

P. Mulmoir
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Witnessed by

PENNY GILMOUR
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Print name

Clive Hassan
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CLIVE HASSAN
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**Australian Education Union
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