

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Department of Education and Training Teacher Aides' Certified Agreement 2011

Matter No. CA/2011/361

Commissioner Brown

19 January 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 19 January 2012 the Commission certifies the following written agreement:

Department of Education and Training Teacher Aides' Certified Agreement 2011 – CA/2011/361

Made between:

Department of Education and Training

AND

United Voice, Industrial Union of Employees, Queensland

The agreement was certified by the Commission on 19 January 2012 and shall operate from 19 January 2012 until its nominal expiry on 31 August 2014.

This agreement cancels *Department of Education, Training and the Arts Teacher Aides' Certified Agreement 2008 (CA/2008/339)*

By the Commission.

Commissioner Brown

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 156*Department of Education and Training
AND

United Voice, Industrial Union of Employees, Queensland

(No. CA of 2011)

COMMISSIONER

(INSERT DATE)

DEPARTMENT OF EDUCATION AND TRAINING TEACHER AIDES' CERTIFIED AGREEMENT 2011**APPLICATION FOR CERTIFICATION OF AGREEMENT**

THE AGREEMENT, having been made under the *Industrial Relations Act 1999* on the first day of September 2011, BETWEEN the Department of Education and Training AND the United Voice, Industrial Union of Employees, Queensland, witnesses that the parties mutually agree as follows:-

Particulars of current or previous certified agreements:

- (a) *Department of Education, Training and the Arts Teacher Aides' Certified Agreement 2008 (CA339 of 2008).*

This agreement replaces the agreements in (a), above

APPLICATION AND OPERATION**1.1. Title**

This Agreement shall be known as the *Department of Education and Training Teacher Aides' Certified Agreement 2011*.

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PART 1 – PRELIMINARY

1.0 Application

This Agreement shall apply to the Director-General of Education and Training as Chief Executive of the Department of Education and Training, all teacher aides employed by the Department of Education and Training and the United Voice, Industrial Union of Employees, Queensland (UVQ).

2.0 No Further Claims

This Agreement is in full and final settlement of all parties' claims for its duration.

It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not, with the exception of the matters in clause 3.0 of this agreement.

This Agreement covers all matters or claims that could otherwise be subject to protected industrial action, subject to any other provision in this Agreement that specifically provides otherwise.

It is agreed that the following changes may be made to employees' rights and entitlements during the life of this Agreement:

- a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
- b) Decisions, government policy, or Directives under either the *Public Service Act 2008* or *Industrial Relations Act 1999* that provide conditions that are not less favourable than current conditions;
- c) Any improvements in conditions that are determined on a whole-of government basis that provide conditions that are not less favourable than current conditions;
- d) Reclassifications; and
- e) Any matters identified in the Leave Reserved clause of this Agreement.

Should it be agreed that specific subsidiary agreement/s may be negotiated under this Agreement, all rights associated with protected industrial action under the *Industrial Relations Act 1999* will apply to all parties involved.

Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in Awards, Agreements, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this Agreement was made shall not be reduced for the life of this Agreement.

3.0 Issues, Projects and Reviews to be addressed

- (a) The parties agree that there are a number of key priority issues, projects and reviews which will be considered during the life of the Agreement including:
- 1 Flying Start; and
 - 2 Any relevant state or federal industrial or funding initiatives, internal or external reviews or other projects as they arise.
- (b) In addressing these issues the parties agree that:
- 1 There will be no changes to wages, allowances and employment conditions for employees as a result of addressing the issues; and
 - 2 Any funding required to implement outcomes will be dealt with through standard Departmental budget processes.

4.0 Date and Period of Operation

This Agreement will operate from the date of certification and operate administratively from 1 September 2011. The nominal expiry date shall be 31 August 2014. This Agreement may be terminated after the nominal expiry date provided that a replacement certified agreement has been registered, or an arbitrated determination (s. 150) has commenced operation.

5.0 Renegotiation Clause

The parties agree to commence negotiations six months prior to the expiry of this Agreement with a view to negotiating and settling a replacement agreement. As part of this process the union will provide a draft log of claims no later than 1 March 2014. The parties also agree to jointly monitor implementation of the Agreement to identify issues suitable for negotiation in a replacement agreement.

6.0 Objectives of this Agreement

The over-arching objective of this Agreement is to provide schools with agreed arrangements to focus on student learning outcomes and the delivery of educational services whilst enhancing the employment relationship, conditions of employment and work environment for teacher aides. It is recognised that these can often be competing or conflicting interests and the clauses contained in this Agreement provide a framework to resolve some of the important matters arising from this objective. Consultation with teacher aides by school management will be a feature of this process.

7.0 The specific objectives include:

- a) The enhancement of the delivery of educational services that:
 - i. support the Department of Education and Training programs to achieve the best educational outcomes for all school students, including Curriculum to the Classroom and the Flying Start initiatives;
 - ii. provide efficient and high quality services;
 - iii. support initiatives in school-based planning, management and accountability frameworks;
 - iv. implement fair and equitable employment practices;
- b) Developing more highly skilled teacher aides capable of achieving more effective and efficient working arrangements, and committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving;
- c) Providing certainty for teacher aides and the Department in relation to remuneration outcomes for the life of the Agreement;
- d) Providing mechanisms for achieving the aims of this Agreement;
- e) Providing a bargaining process that delivers industrial stability for the duration of the Agreement; and
- f) Providing agreed dispute resolution processes.

8.0 Relationship to Parent Awards, Agreements and Delegated Legislation

Subject to the General Wage Increase and Queensland Minimum Wage general rulings of 2011, and Queensland Industrial Relations Commission Wage Fixation Principles, this Agreement shall be read and interpreted in conjunction with the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003*, and the *Family Leave (Queensland Public Sector) Award – State 2004*. In the event of any inconsistency with the Awards, the terms of this Agreement will take precedence.

9.0 Definitions

Accumulated Days Off (ADO)

are arrangements that provide for teacher aides to work and accumulate additional ADO hours each week (at ordinary wage rates) in order to access days off during those vacation periods when their attendance at the education facility is not required.

Award	means the <i>Employees of Queensland Government Departments (Other than Public Servants) Award – State 2003</i> .
Casual employment	casual employment is where a teacher aide is engaged to work on an hourly basis and whose pattern of employment is ad hoc and irregular and uncertain, with no continuing relationship between the employer and the employee notwithstanding that a teacher aide may be employed on a regular and systematic basis for any period not exceeding twelve (12) consecutive weeks. If the employment is to continue on a regular and systematic basis beyond the 12 weeks the employee must be engaged on a temporary basis.
Consultation	consultation will involve more than a mere exchange of information. For consultation to be effective the teacher aide/s must be contributing to the decision-making process, not only in appearance but in fact.
Department of Education and Training	also referred to as “the Department” and includes Education Queensland.
Educational Facility	is any school, special education unit/class, special education developmental unit/class, field study centre, environmental educational centre or outdoor education centre administered by the Department of Education and Training.
EEC	means Environmental Education Centres.
ECC	means Education Consultative Committee.
Employee	means any teacher aide employed by Education Queensland, whether engaged on a permanent, temporary or casual capacity and whether employed on a full-time or part-time basis.
Group Consultation	means consultation with all affected teacher aides as a group at a time when the majority of teacher aides are rostered to work.
Joint Working Party	means representatives of Education Queensland as the employer and representatives from the United Voice, Industrial Union of Employees, Queensland.
LCC	means a Local Consultative Committee (see also Schedule 6).
UVQ	means the United Voice, Industrial Union of Employees, Queensland.
Mandatory Maximisation	is the process of increasing hours for permanent employees that is not subject to operational needs.
Maximisation of Hours	is the process of ensuring that existing permanent employees’ hours of employment are provided at the maximum operationally possible. The process applies to the distribution of hours during increases in hours and provides employment arrangements consistent with the employment security commitments contained in this Agreement.
OEC	means Outdoor Education Centre.
OO2	means teacher aide classification level 2 (TA 2) NB: Derived from Award.
OO2 L1	means teacher aide classification level 2 (TA 2) paypoint 1.
OO3	means teacher aide classification level 3 (TA 3).
OO3 L1	means teacher aide classification level 3 (TA 3) paypoint 1.
OO4	means teacher aide classification level 4 (TA 4).
OO4 L1	means teacher aide classification level 4 (TA 4) paypoint 1.
Ordinary hours	are the regular weekly hours worked by an employee under the Award, and paid at the ordinary wage rate. They exclude ADO hours. Note: Provisions for meal breaks and rest pauses remain as provided by the Award.

Other Hours	are hours allocated to schools (primary and secondary) that relate to special projects/programs or special needs students and are not state-funded hours (see definition below).
Parties	means the Department of Education and Training and the United Voice, Industrial Union of Employees, Queensland (UVQ).
Part-Time Employee	means an employee other than a “casual employee” as defined herein, who is engaged to work regular hours each week and whose ordinary daily working hours are worked continuously inclusive or exclusive of meal times according to operational requirements, provided that the weekly total of such hours shall always be less than the ordinary weekly working hours of a full-time employee.
Permanent Base Hours	means each permanent employee’s Day 8 enrolment-based hours under the centrally administered staffing model consistent with schedule 3, indicative allocation look-up table and including SEP hours arising from the Adjustment Information Management System (AIMS).
Priority Learning Area or Priority Learning Hours	means an area or hours of Priority, as determined by the Principal at the beginning of each school year, but no later than the finalisation of a school’s Day 8 process.
Pro Rata	means adjustment of the full-time rate (i.e. 38 hrs rate to the part-time rate) by the percentage of hours worked e.g. 19hrs = 50%.
PSC	Public Service Commission.
QIRC	Queensland Industrial Relations Commission.
Required Transfer	a transfer to another school, either in whole or in part, in accordance with the provision of Schedule 1 in order to maintain permanent hours, or other reasons, as required by the Department.
Rostered Hours	are the regular weekly hours worked by an employee under the roster developed at the school. These hours include ordinary hours and ADO hours.
Significant Change	includes major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities or tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations.
Special Education Facilities	means special schools, special education units (SEUs), special education development units (SEDUs), special education developmental centres (SEDC’s) or designated special education classes.
State-Funded Hours	means those hours allocated to state schools based on the student enrolment data including Secondary, Primary and Special School allocations. (These allocations do not include school purchased hours, programs/project funding or special needs allocations.)
Supervision of students	means the general supervision of students in eating areas, playgrounds, computer rooms or libraries during the morning recess or lunch breaks; bus supervision and in some cases classrooms. Bus supervision refers to the supervision of students from the time of arrival of the buses in the morning and the beginning of classes, and from the cessation of classes to the departure of buses in the afternoon. Supervision duties are to be clearly indicated to teacher aides after appropriate consultation.
Temporary Employee, Specified Term Employee or Fixed Term Employee	recommended for engagements exceeding 12 weeks. Means an employee, either full-time or part-time (other than a casual), employed for a specified period of time or for a specified task or tasks or to meet a temporary circumstance. They accrue the same award entitlements as permanent employees, but their contracts must specify an end date/event. Conditions are prescribed in the relevant award and Directives relating to the Engagement of Temporary Employees engaged on a Full Time or Part Time Basis and the Retrenchment of Temporary Employees Engaged on a Full Time or Part Time Basis.

- Training** means any activity aimed at providing teacher aides with required new information or skills in relation to the performance of work.
- Union** means the United Voice, Industrial Union of Employees, Queensland (UVQ).

High Compassionate

Transfer Eligibility includes:

- a) Transfers for serious health and/or safety reasons supported by authoritative medical evidence that the teacher aide requires relocation;
- b) Transfers for serious health and/or safety reasons supported by authoritative medical evidence their immediate family member requires relocation; or
- c) Instances of serious harassment where the teacher aide's safety and wellbeing is significantly jeopardised.

Deployment Eligibility includes:

A permanent teacher aide who loses a position at their current location will be considered for deployment, in accordance with the Departmental policy *HRM-PR-019: Management of Teacher Aide Hours, Accumulated Days Off and Relief*. Those permanent teacher aides who lose 50% or more of their hours because of enrolment reductions or reductions of funding source may submit an application form and be considered for deployment.

10.0 Posting of Agreement

- a) A copy of this Agreement shall be exhibited in a conspicuous and convenient place in all centres covered by this Agreement so as to be easily accessible by all teacher aides;
- b) All policies concerning conditions of employment of teacher aides are to be readily accessible by employees, either as a hard copy or as an electronic version.

PART 2 – CONSULTATION, CONDUCT & CONFLICT MANAGEMENT

CONSULTATION

11.0 Statement of Intent – Consultation

- a) The parties to this Agreement support consultation with teacher aides over matters that affect their work environment including maximisation of hours and other job changes.
- b) The intent of this provision is to ensure that consultation occurs with teacher aides about matters that significantly impact on their work situation. The consultation will involve more than a mere exchange of information. For consultation to be effective the teacher aide/s must be contributing to the decision-making process, not only in appearance but in fact.

12.0 Specific Provisions – Consultation

The parties are committed to continuing appropriate consultative arrangements so that teacher aides are consulted in the initiation, implementation and evaluation of workplace initiatives. Key mechanisms for consultation are as follows:

- a) Consultation with teacher aides at the school level over matters that affect their work environment including maximisation of hours and other job changes as contained in Schedule 1;
- b) Consultation as a group before a decision is made. The consultation is to occur at a time when the majority of teacher aides are rostered to work. If a teacher aide is absent from the workplace during the consultation process the principal or delegate must make all reasonable attempts to consult with the absent teacher aide before a decision is made. Teacher aides who are not rostered for duty on the day of the meeting must be extended an invitation to attend. Attendance for non-rostered teacher aides is voluntary and is not to be considered as duty time.
- c) Encouragement of teacher aides to be formally represented on Local Consultative Committees (LCCs) as they currently operate within school and non-school workplaces as prescribed in Schedule 6; and
- d) Periodic meetings of the DETA/UVQ Teacher Aide Consultative Committee as prescribed in Schedule 5.

13.0 DETA/UVQ Teacher Aide Consultative Committee

The consultative committee has an ongoing role in all areas to improve efficiency and effectiveness within teacher aide services and to monitor progress in meeting this Agreement's objectives and implementation of the Agreement.

The committee's terms of reference includes consideration of workplace issues, including employee training and development, Occupational Health and Safety, and anti-discrimination legislation as prescribed in the Agreement (see Schedule 5).

14.0 Statement of Intent – Conduct

The parties are committed to the principles of equity, providing a safe working environment through the prevention of workplace bullying, harassment and violence and the implementation of behaviour management policies including the *Code of Conduct for the Queensland Public Service and the Departments Code of Conduct Standard of Practice*.

15.0 Workplace Equity

- a) The parties are committed to the principles of equity and merit and to the objectives of the *Anti-Discrimination Act (Qld) 1991* and to ensure that this Agreement does not disadvantage members of target groups or workers with family responsibilities.
- b) The parties acknowledge that the aims of efficiency, effectiveness and equity can be furthered by increased flexibility and improvements in working arrangements. Further, the parties support the implementation of ILO Convention 156 - Workers with Family Responsibilities and therefore agree that addressing the needs of such workers while enhancing organisational flexibility is a priority for the parties to this Agreement.
- c) The Department will, through its Workforce Diversity and Equity policy:
 - i. ensure legislative compliance;
 - ii. inform teacher aides on issues of diversity, equity and unlawful discrimination;
 - iii. outline employee and management responsibilities in these matters and explain consequences of breaching the policy; and
 - iv. inform teacher aides of complaints processes.

16.0 Workplace Bullying and harassment

The parties are committed to eliminating workplace bullying within the Department and to fully implementing the Department's policy *WFR-PR-006: Workplace harassment, sexual harassment and violence*. In particular, the following responsibilities shall apply:

- a) The Department will:
 - i. take reasonable steps to prevent workplace bullying, harassment and violence from occurring in all workplaces;
 - ii. respect employees' rights and the needs of individuals; and
 - iii. provide employees with formal avenues of complaint and support.
- b) Teacher aides will:
 - i. treat others with respect and dignity;
 - ii. refrain from behaviour that may constitute workplace bullying, harassment or violence; and
 - iii. comply with Departmental policy and relevant legislation, in particular the Code of Conduct for the Queensland Public Service and the Departments Code of Conduct Standard of Practice.
- c) Principals/Managers and Registrars will:
 - i. model appropriate workplace behaviour;
 - ii. monitor any incidences of inappropriate behaviour and take appropriate action to resolve grievances and complaints; and
 - iii. deal with all complaints seriously and confidentially and in accordance with relevant Directives and guidelines.

17.0 Indigenous employment issues

The Department will continue to develop policies and programs consistent with Government policy on indigenous employment. The UVQ will be consulted during the development and implementation of policies and/or programs that may impact upon indigenous teacher aides.

18.0 Statement of Intent – Dispute/Grievance Resolution

The intent and objectives of this provision is to facilitate resolution of disputes or grievances in a timely manner in order to:

- a) avoid and resolve any disputes over matters in this Agreement by providing information and explanation, consultation, cooperation and negotiation;
- b) reduce the level of disputation/grievances;
- c) promote efficiency, effectiveness and equity in the workplace; and
- d) resolve disputes in the first instance at the school level wherever possible.

Subject to legislation, while the dispute procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The status quo is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of the work.

19.0 Dispute/Grievance Resolution Procedure

19.1 Stage 1 - Resolution at the School Level

- i. In the first instance the employee will inform the Principal or the officer in charge of the school/centre of the existence of the dispute and they will attempt to resolve the dispute. It is recognised that an employee may wish to exercise the right to consult their Union representative during the course of Stage 1.
- ii. Discussions should take place between the employee and the employee's supervisor within 24 hours. This procedure should not exceed 5 working days. (i.e. This time commences after the employee has informed the Principal or the officer in charge of the school/centre of the existence of the dispute/grievance).
- iii. For matters relating to the management of teacher aide hours, this procedure will not extend beyond 2 working days.

19.2 Stage 2 - Resolution at Regional Office

- i. If the dispute remains unresolved, the employee shall refer the dispute to the relevant union representative or industrial officer, if any, and to the Regional Director, or nominee who will arrange a conference of the parties with a view to resolving the matter. The employee may exercise the right to consult or be represented by their Union representative during the course of Stage 2.
- i This process must not extend beyond 7 working days from the date that the matter is referred to the Regional Office.
- ii. For matters relating to the management of teacher aide hours, the above process will not extend beyond 5 working days.

19.3 Stage 3 - Resolution at Central Office

- I. If the dispute is still unresolved, it may be referred to the State Secretary of United Voice or nominee, if appropriate, and the Director-General of the Department of Education and Training or nominee, for resolution and appropriate action.
- II. The referral will be made in writing and contain brief information outlining the matter giving rise to the grievance/dispute; outcome of stage 1 and 2 discussions and resolution sought by the teacher aide.
- III. The Chief Executive will ensure that:
 - the aggrieved employee or such employees Industrial Organisation representative, has the opportunity to present all aspects of the dispute; and
 - the dispute will be investigated in a thorough, fair and impartial manner.
- IV. The Chief Executive may appoint another person to investigate the dispute. The Chief Executive may consult with the Industrial Organisation in appointing an investigating officer. The appointed person will be other than the employee's supervisor or Manager.
- V. If the matter is notified to the Industrial Organisation, the investigating officer will consult with the Industrial Organisation during the course of the investigation. The Chief Executive will advise the employee initiating the dispute, such employee's Industrial Organisation representative and any other employee directly concerned of the determinations made as a result of the investigation of the dispute.

- VI. The Chief Executive may delegate such Chief Executive's dispute resolution powers under this clause to a nominated representative.
- VII. Where there is a recommendation made by consensus, the decision will be communication to all parties to the grievance/dispute.
- VIII. Should either party not accept the recommendations, the matter may be referred to either the QIRC or the Public Service Commission.
- IX. This process should not exceed 7 working days.

19.4 Stage 4 – Resolution by the QIRC or PSC

If the dispute/grievance (in any of the above matters) is not settled, the matter may be referred to either the QIRC or PSC by the employee, employer or the Union, as appropriate, in accordance with the jurisdiction of either the QIRC or PSC.

19.5 Maintenance of the status quo

Subject to legislation, while the dispute procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

20.0 Sexual Harassment and/or Workplace Bullying and Harassment

Where the grievance involves allegations of sexual harassment and/or workplace bullying and harassment, a teacher aide may commence the procedure at Stage 3. This does not prohibit a teacher aide from making a complaint in accordance with established departmental procedures, for example, raising the matter with a manager or seeking advice from Ethical Standards.

PART 3 - MANAGEMENT OF TEACHER AIDE HOURS

MANAGEMENT OF HOURS

21.0 Statement of Intent – Management of Hours

It is the intent of the management of teacher aide hours provisions of this Agreement to provide fair and equitable processes to:

- a) provide existing permanent teacher aides with increased hours through maximisation, including mandatory maximisation;
- b) facilitate a reduction in hours for existing permanent teacher aides where this becomes necessary;
- c) include consultative arrangements in processes associated with the management of teacher aide hours;
- d) provide a streamlined dispute resolution process for the management of teacher aide hours;
- e) provide principals/managers with processes to facilitate the effective management of hours, including opportunities to utilise a more flexible management approach in order to enhance the delivery of educational services; and
- f) provide for required transfer/s of a teacher aide/s in accordance with the provision in Schedule 1.

It is recognised that consultation with teacher aides over the allocation and alteration to their hours is an important first step in this process.

22.0 Specific Provisions

Specific provisions and processes are outlined in *Management of Teacher Aide Hours* contained in Schedule 1 to this Agreement.

23.0 Multiple Hire

It is the intent of the multiple-hire (multiple engagements) provision of this Agreement to allow teacher aides an opportunity to work in other occupations (callings) in the Department whilst they are also performing part time duties as a teacher aide. The provision will allow teacher aides to perform duties up to the full-time hours of 38 hours per week.

- a) A part-time permanent teacher aide may be appointed to more than one position within the Department provided that the maximum combined number of ordinary hours for which they are employed does not exceed 76 hours per fortnight;
- b) This provision does not extend to a temporary transfer to another classification where the duties of one calling only are performed within the relevant period;
- c) Duties may be undertaken in a calling covered by the *Employees of Government Departments (Other than Public Servants) Award – State 2003* or the *Queensland Public Service Award – State 2003*, or any other 38 hours per week award; and
- d) Where duties are undertaken in a calling covered by the *Queensland Public Service Award – State 2003* and the fortnightly hours are 72.5 hours per fortnight, wages and leave will be determined in accordance with the relevant Awards, certified agreements and departmental policies.

24.0 Bus and Playground Duty

Departmental policy *HRM-PR-033: Bus and playground duty for Teacher Aides* outlines the conditions under which teacher aides can be timetabled to provide supervision of students for bus and playground duty and details the responsibilities of Principals, Teacher and Teacher Aides, and required training. The policy shall apply for the duration of this Agreement.

24.1 Provisions

- a) Teacher aides are to be provided with training to perform supervision duties including training in supportive management techniques for use outside the classroom. Teacher aides shall be provided training on the same basis as teachers for the supervision of students so that consistency for students is maintained;
- b) A teacher aide may be required to supervise students in circumstances where the teacher aide is able to fulfil their duty of care. While it may be acceptable to require a teacher aide to supervise students unaccompanied by a teacher, a teacher aide must not be the sole adult on the school premises and be required to supervise students;
- c) If a teacher aide is not confident of fulfilling their duty of care then the teacher aide shall inform their immediate supervisor and seek to resolve any concerns that they may have regarding their supervision duties;
- d) The policy of Crown acceptance of legal liability for actions of Crown employees is afforded to teacher aides performing these duties;
- e) The extent to which teacher aides can be rostered to provide supervision of students for bus and playground duty must not exceed the teacher aide's equivalent weekly ADO hours;
- f) Provided that where there is mutual agreement with the teacher aide concerned, teacher aides can supervise students in excess of their weekly equivalent ADO hours for the purpose of:
 - Maximisation of hours;
 - Replacing teachers rostered for bus and playground duty due to absences as a result of authorised leave.
- g) ADO arrangements apply to teacher aides in school regardless of whether or not the employees are required to supervise students.

25.0 Additional Hours for School Camps, Excursions and Functions

25.1 Introduction

- a) For the purposes of this clause teacher aides' are to be compensated (by access to additional ADO time) when required to attend school camps, excursions and functions outside their normal hours of duty.
- b) In circumstances where teacher aides attend school camps, school excursions, and school functions, and are required to perform duty outside their normal hours of duty (including those occurring on weekends) subject to the following provisions the teacher aide shall be entitled to accumulate additional hours as ADO time. ADO time is accumulated on a time-for-time basis.

25.2 Overnight Camps etc

- a) Teacher aides who attend overnight school camps/excursions/functions will be automatically credited with the difference between an aides normal rostered duty hours and 15 hours per overnight stay.

- b) The maximum credit per day will be 15 hours ADO time. e.g. If a teacher aide's normal rostered duty is 6 hours per day, then on an overnight camp/excursion the teacher aide will be entitled to an additional 9 hours in ADO time regardless of how many additional hours are worked.
- c) When a teacher aide returns home from a school camp/excursion/function the entitlement for that day will be in accordance with the non-overnight stays sub-clause below.

25.3 Non-overnight stays

Teacher aides who attend school camps/excursions (non-overnight stays) and perform duties outside normal rostered duty time will be entitled to claim ADO time (on a time for time on duty basis) up to the difference between an aide's normal rostered duty hours and hours worked. e.g. If a teacher aide normally works 6 hours per day at a school, then on a day camp/excursion the teacher aide works a total of 9 hours they will be entitled to claim 3 hours in ADO time i.e. the additional hours in excess of the normal rostered hours shall attract ADO credits.

26.0 Compassionate / Emergent Leave

- a) A teacher aide shall be entitled to access ADO time (including a negative balance) to obtain up to three days' paid leave per annum, non-cumulative, for compassionate grounds or emergent reasons.
- b) An additional two days' paid leave per annum, non-cumulative, for these purposes may be granted at discretion of the principal /site manager or delegate. The additional leave will only be granted where a teacher aide agrees to make up this time through the current ADO arrangements within the school year, or where this is not practicable to do so, within 12 calendar months from the date of taking such leave.
- c) In circumstances where a teacher aide's employment with the Department ceases for whatever reason and time associated with this leave has not been made up, the Department may, at its discretion, deduct the equivalent cost of such leave from the teacher aide's termination pay.

PART 4 - PROFESSIONAL DEVELOPMENT & TRAINING

PROFESSIONAL DEVELOPMENT

27.0 Statement of Intent - Professional Development and Training

The Department is committed to supporting and encouraging teacher aides who undertake professional development particularly where such development relates to their current role.

The parties commit to work together to identify professional development and accredit training opportunities specific to the role of teacher aides and best practice approaches to the facilitation of access to these professional development and training opportunities.

It is the intent of the professional development provisions of this Agreement to provide teacher aides with an opportunity to increase the range of skills they possess and provide another avenue for the school to enhance the delivery of educational services. It is recognised that consultation will be a feature for the identification of and access to professional development for teacher aides. The provisions also provide greater opportunities for principals/managers to utilise a flexible management approach in order to enhance the delivery of educational services to students at schools.

28.0 Specific Provisions

The Specific provisions and processes include the following:

- a) Teacher aides will be entitled to equitable access to the professional development allocations at the school level for learning and development;
- b) Professional Development training for all school staff will be incorporated into the school professional development plan;
- c) Individual professional development plans will be negotiated and agreed between teacher aides and their supervisors in accordance with the Developing Performance Framework to incorporate the following:
 - Employees will be provided with a minimum of two paid attendance days leave per year (or equivalent time) for the purpose of accessing approved professional development and training programs. Part-time employees will access this at a pro-rata rate. This two day entitlement may be inclusive of mandatory training if identified in the individuals professional development plan;
 - Adequate travel time will be given for employees in remote and isolated sites. Consideration will be given to delivering alternative modes of training; and
 - Professional development training opportunities will not be unreasonably withheld.

- d) The Department will assist with the funding of up to a maximum of 2 professional development conferences per annum for the life of this Agreement;
- e) Schools shall ensure that a record of Professional Development activities is maintained;
- f) The Department, in consultation with the UVQ, shall implement an induction program for teacher aides to be facilitated through Regional arrangements at a time agreed between the parties, which may include pupil free days. UVQ will be invited to make a presentation during each induction program;
- g) Information on the Developing Performance process and a range of suitable professional development and accredited training opportunities is available via the Developing Performance website and the Performance and Professional Development website;
- h) Teacher aides shall be eligible to accumulate ADO time when required to attend professional development outside their ordinary hours of duty. Attendance at required professional development within ordinary hours shall be paid for at the ordinary rate of pay. The accumulation of ADO time for professional development activities other than those required shall be negotiated between the teacher aide and the principal.

PART 5 - MULTISKILLING

MULTI-SKILLING

29.0 Statement of Intent

It is the intent of the multi-skilling arrangements (including job rotation) of this Agreement to provide teacher aides with an opportunity to increase the range of skills they possess and provide another avenue for the school to enhance the delivery of educational services. It is recognised that consultation with teacher aides concerning the arrangements to be used to achieve multi-skilling is an important first step in this process. Multi-skilling also provides principals/managers with opportunities to utilise a more flexible management approach in order to enhance the delivery of educational services.

30.0 Specific provisions and processes

A number of issues have been identified by the parties as requiring specific provisions including:

- a) Consultation and agreement on multi-skilling;
- b) Access to more hours (maximisation);
- c) Where there is a proposal to implement multi-skilling arrangements for teacher aides at their school there must be consultation with the teacher aides concerned with a view to reaching agreement on the implementation of such arrangements;
- d) Teacher aides cannot be required to rotate duties (to different and distinct work areas) on an ongoing basis without genuine reasons. Teacher aides should return to their substantive work area on completion of their skills development, subject to operational requirements; and
- e) Where the decision made by the principal or delegated officer is in dispute, the matter may be referred to the dispute settlement procedures contained within this Agreement.

PART 6 – BEHAVIOUR MANAGEMENT

MANAGEMENT OF BEHAVIOUR IN A SUPPORTIVE SCHOOL ENVIRONMENT

31.0 Statement of Intent

The Department is committed to maintaining behaviour management policies and procedures, which provide employees and students with a supportive school environment. The policies and procedures provide principals/managers with processes/guidelines to facilitate the effective management of staff in order to enhance the delivery of educational services.

32.0 Specific Provisions

- a) The Department shall ensure that behaviour management documentation and policies reflect the work that teacher aides deliver in relation to the behaviour management of students.
- b) Teacher aides shall be included in the planning and review of the School Behaviour Management Plan and particular behaviour management strategies.

- c) Teacher aides shall be given the opportunity to access Behaviour Management Training and information consistent with their role in a Supportive Behaviour Management environment.

PART 7 - FIRST AID

FIRST AID TRAINING AND DUTIES

33.0 Statement of Intent – First Aid

It is the intent of the first aid provisions of this Agreement to provide staff and students at a school with access to first aid. Principals/managers are provided with opportunities to utilise appropriately skilled and qualified staff in order to enhance the delivery of educational services.

34.0 Specific Provisions – First Aid

A number of first aid issues have been identified by the parties as requiring specific provisions including:

- a) Payment for first aid courses;
- b) Access to ADO time;
- c) Equitable distribution of first aid duties.

35.0 Payment of First Aid Training

- a) Teacher aides who obtain a Senior First Aid Certificate as part of the essential criteria to advance to OO3, upon reaching classification OO2 paypoint 4, will not be required to fund the cost of obtaining the first aid certificate and subsequent updates;
- b) Where a school requires a teacher aide to perform first aid duties, then the teacher aide will not be required to fund the cost of obtaining the first aid certificate and subsequent updates.
- c) Where a school requests a teacher aide obtain a first aid certificate, then the teacher aide will not be required to fund the cost of obtaining the first aid certificate and subsequent updates.

36.0 Access to ADO time

Where teacher aides are required to attend approved first aid training outside of rostered hours they will be entitled to accumulate ADO time.

37.0 Equitable Allocation of First Aid Duties

- a) Teacher aides who have current first aid certification are recognised as having first aid responsibilities towards students as part of their regular responsibilities;
- b) Rostering of first aid duties should be equitably distributed.

38.0 First Aid Allowance

Teacher aides may be entitled to the First Aid Allowance (refer to clause 41.5 below).

PART 8 – WAGES AND ALLOWANCES

WAGE INCREASES

39.0 This Agreement provides for the following wage increases:

- a) 3% per annum or \$60 per fortnight (whichever is the greater) increase payable from 1 September 2011;
- b) 3% per annum or \$60 per fortnight (whichever is the greater) increase payable from 1 September 2012;
- c) 3% per annum or \$60 per fortnight (whichever is the greater) increase payable from 1 September 2013.

The component above 2.5% of each of the annual wage increase is paid in recognition of the union's commitment to cooperate with the Department in the following initiatives:

- a) Shared commitment to the successful implementation of key departmental initiatives including Curriculum to the Classroom national curriculum program and the Flying Start strategy (including the transition of Year 7 to secondary school);
- b) Identification and promotion of existing and future teacher aide duties beyond the classroom environment and within the scope of teacher aide role descriptions;

- c) Encouragement of teacher aide voluntarism with respect to the training in, and voluntary performance of, specialised health procedures;
- d) The development and roll-out of absence management and employee wellbeing arrangements towards reducing workplace health and safety incidents and improving workforce participation; and
- e) Cooperation in implementing changed practices with respect to Employment Security and Management of Hours (including Priority Learning Hours and Priority Learning Areas processes) in the shared interest of ensuring, wherever possible, any disputes are amicably resolved at the local level.

40.0 Wage Rates

Accordingly, the full time wage rates below shall apply to all full time (38 hours per week) teacher aides with pro rata for those working less than 38 hours per week. Wage increases outlined in this Agreement are in lieu of those payable under the relevant award.

TA2	Current Rate p.f.	\$60 p.f. or 3.0% 1/9/11	Hourly	Casual	\$60 p.f. or 3.0% 1/9/12	Hourly	Casual	\$60 p.f. or 3.0% 1/9/13	Hourly	Casual
L1	1538.60	1598.60	21.0342	25.8721	1658.60	21.8237	26.8431	1718.60	22.6132	27.8142
L2	1579.50	1639.50	21.5724	26.5340	1699.50	22.3618	27.5051	1759.50	23.1513	28.4761
L3	1620.30	1680.30	22.1092	27.1943	1740.30	22.8987	28.1654	1800.30	23.6882	29.1364
L4	1660.80	1720.80	22.6421	27.8498	1780.80	23.4316	28.8208	1840.80	24.2211	29.7919
TA3										
L1	1684.80	1744.80	22.9579	28.2382	1804.80	23.7474	29.2093	1864.80	24.5368	30.1803
L2	1715.90	1775.90	23.3671	28.7415	1835.90	24.1566	29.7126	1895.90	24.9461	30.6836
L3	1749.30	1809.30	23.8066	29.2821	1869.30	24.5961	30.2531	1929.30	25.3855	31.2242
L4	1783.90	1843.90	24.2618	29.8421	1903.90	25.0513	30.8131	1963.90	25.8408	31.7842
TA4										
L1	1855.70	1915.70	25.2066	31.0041	1975.70	25.9961	31.9751	2035.70	26.7855	32.9462
L2	1913.80	1973.80	25.9711	31.9444	2033.80	26.7605	32.9154	2094.81	27.5633	33.9029

L3	1974.70	2034.70	26.7724	32.9300	2095.74	27.5755	33.9179	2158.61	28.4028	34.9355
L4	2036.50	2097.70	27.6013	33.9496	2160.63	28.4293	34.9681	2225.45	29.2822	36.0171

41.0 Allowances

The following Allowances are payable to all eligible teacher aides:

41.1 Special School and Special Education Unit Allowance

Teacher aides who are attached to and work in Special Education facilities will be paid the following all-purpose allowance for full-time employees and pro-rata for part-time, temporary and casual employees:

- From 1 September 2011 - \$24.50 per fortnight.

41.2 Laundry Allowance and Damaged Clothing

- Where teacher aides have their personal clothing or corporate uniform soiled and are required to change an item/s of clothing due to their interaction with students, to the extent where such clothing requires laundering/cleaning then the teacher aide concerned shall be paid an amount of \$12.50 per occasion. Payment of the allowance constitutes reimbursement of any costs associated with laundry/cleaning of soiled clothing items. Claims must be counter signed by a supporting staff member.
- Where clothing needs to be replaced the replacement will be in accordance with existing DET policy on the replacement of personal effects.

41.3 Payment of Toilet Cleaning Allowance

- Where it is necessary due to hygiene, health and safety reasons, teacher aides who are required clean toilets (including the toilet floor areas) shall be paid the award toilet allowance (for explanatory purposes only the current award rate at the time of making this agreement is \$1.52 per day) when it is necessary to perform such duties. Claims must be counter signed by a supporting staff member.
- There should only be a requirement on teacher aides to clean toilets when it is not feasible, due to the above reasons, to have a cleaner carry out this task.

41.4 Payment of Kilometric Allowance

Payment will be in accordance with the Ministerial Directive relating to motor vehicle allowances. Rates provided below are for explanatory purposes only as these rates may change in accordance with the directive. The current rates for automobiles are:

- 1600 cc and less 63.0c per km
- 1601cc to 2600cc 74.0c per km
- 2601cc and over 75.0c per km.

41.5 First Aid Allowance

Where teacher aides who are classified at Level 002 and who are required by the school to perform First Aid duties e.g. students are referred to them or they are on duty in the health room, then such teacher aides shall be paid the award first-aid allowance (for explanatory purposes only the current award rate at the time of making this agreement is \$2.80 per day). This allowance will not be paid to teacher aides classified at levels OO3 and OO4.

41.6 Supervision Allowance for Remote Schools and Virtual School Settings

a) Introduction

- The parties agree that greater flexibility in the way learning occurs and in how education services are delivered in schools may enhance learning outcomes for students.

- ii For the purposes of this Agreement, where the Department and the UVQ agree, teacher aide supervision of students, can be implemented as a method of exploring alternative models of service delivery for students located in remote and regional communities, and for students participating in the Virtual School Settings.

b) Remote and rural communities:

- i. This sub-clause shall have application to one and two teacher schools that are outlined in Schedule 2 of this Agreement, or other schools as may from time to time be agreed between the Department and the UVQ. Because of the variable nature of the enrolments (and staffing based on enrolment) the schedule is indicative and may vary during the life of this Agreement.
- ii. In circumstances where a teacher is absent from duty for up to and including three consecutive school days and no replacement teacher is immediately available, the Department may arrange for a teacher aide to supervise pre-set learning activities for the students.
- iii. The decision with regard to the appointment of the teacher aide shall be made at the district level.
- iv. The intention of this sub-clause is to provide continuity to student learning where a teacher's absence is related to emergent or sudden circumstances. Unplanned short-term sick leave shall be included in this category.
- v. Although a teacher aide may not be directed to perform such duties, teacher aides will be given first preference to perform the duties where there is no local registered teacher available.

c) Virtual School Setting

- i. This sub-clause shall have application to all Virtual School Services operated by the Department.
- ii. The parties agree that the Department may arrange for a teacher aide to supervise students, without a teacher being present, during the delivery of lessons in a virtual school setting. These arrangements shall be made at the local level.
- iii. Although a teacher aide may not be directed to perform such duties, teacher aides will be given first preference to perform the duties where there is no local registered teacher available.

(d) Allowance Amount

For the purposes of this clause a flat allowance of \$60 per day (or part day thereof) shall be paid in addition to all other entitlements including hours worked.

41.7 Communication Allowance

Teacher aides required to perform interpretation of:

- a) Languages other than English (LOTE);
- b) Braille;
- c) Signing (e.g. AUSLAN)

Will receive a communication allowance of \$10.94 per week (based on \$569 p.a. with no pro rata for the weekly payment) subject to meeting the following requirements:

- i. Required by the Department to perform the interpretation; and
- ii. Hold qualifications recognised by the Department.

41.8 Specialised Health Procedures

Teacher aides who volunteer and are required to perform the following specialised health procedures internal feeding (eg: gastrostomy, nasogastric)

- a) urinary management (eg: catheterisation, urostomy care)
- b) airway management (eg: tracheostomy care, oral suctioning, oxygen therapy)
- c) bowel management (eg: colostomy/ileostomy care, MACE)

Shall be entitled to:

- i. an allowance of \$20 per fortnight (no pro-rata);
- ii. adequate training to perform these procedures; and
- iii. reasonable time to perform these procedures.

The above allowance is payable to a teacher aide who performs these procedures in accordance with this clause irrespective of the number of times the procedure(s) is performed during the fortnight.

The allocation of these duties must be reasonable, equitable and ensure that the safety and welfare of students and/or employees is not compromised.

42.0 Award Maintenance

- a) QIRC State Wage Case increases awarded during 2011 and the period up to and including the nominal expiry date of this Agreement shall be absorbed into the wage increases provided by Part 8 of this Agreement.
- b) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay, which is less than the corresponding rate of pay in the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003*.
- c) The employer will support and consent to applications made after the replacement of the *Department of Education and the Arts Teacher Aides' Certified Agreement 2008* to amend the *Employees of Queensland Government Departments (other than Public Servants) Award – State 2003* to incorporate wage adjustments based upon the *Department of Education and the Arts Teacher Aides' Certified Agreement 2008*.

43.0 Minimum Wage Adjustments

The parties agree that where the State Wage Case dollar increase as applied to the award wage rate, is greater than the dollar increase granted under the certified agreement, the employee's wages will be varied to incorporate the difference from the operative date of the State Wage Case.

PART 9 - WORKFORCE MANAGEMENT

44.0 Preparatory Teacher Aides

The intent of these arrangements relates to the maintenance of permanent preschool teacher aide hours to the preparatory year. However, where this is unable to be achieved, the Department will endeavour to place existing permanent preschool teacher aides to available hours in Years 1-3 where possible.

- i All schools, subject to enrolment, will be allocated teacher aide hours for prep generated by the sliding scale, based on 15 hours per class of 25 students (see schedule 3).
- ii Additional teacher aide hours will be allocated to all schools with a minimum of 3.5 full-time equivalent teacher positions in the P-3 years, with a minimum of 5 hours and a maximum of 30 hours per week per school subject to the look-up scale of teachers (P-3) (schedule 3).
- iii The preparatory year teacher aide allocation (15 hours per 25 students), the P-3 allocation, the further supplementation of some of these schools through the relative index of socio-economic disadvantage (including indigenous communities), together with the existing primary years 1-7 allocation, will apply from January 2007. This index will be adjusted each five-year period based on Australian Bureau of Statistics data.
- iv Where permanent preschool/EEC teacher aides access additional hours at other locations to maintain their pre 2007 hours, these will form part of their fortnightly roster with travel time recognised as ADO to a maximum of 1 hour where they travel between locations within any one day.

45.0 Flying Start Memorandum of Agreement

Subject to, and in accordance with the No Further Claims Clause of this Agreement, the parties may enter into a Memorandum of Agreement for facilitation of initiatives under the Flying Start initiative.

In accordance with clause 19, Dispute / Grievance Resolution procedure, either party may seek the assistance of the QIRC in relation to the creation of the Memoranda or in the settlement of a dispute arising from their application.

In accordance with S181 of the *Industrial Relations Act 1999*, the parties must not engage in industrial action in relation to the negotiation of any memoranda of Agreement.

46.0 Work-life Balance proposal

Teacher aides are entitled to an appropriate workload that supports a reasonable work-life balance. The parties will continue to examine means of enhancing flexibility of working arrangements to assist employees to achieve work-life balance.

It is intended that the Work-life Balance Policy and toolkit will assist DET in encouraging Principals and Line Managers to adopt a more considered approach to teacher aide requests for changed hours or work patterns and, where appropriate to operational needs, accommodate such requests.

The parties commit to cooperation in the implementation process to ensure consistency of best practice work-life balance initiatives across DET.

Further, the parties commit to cooperate in the policy's roll out in order to educate employees about legitimate operational considerations and managing employee expectations with respect to requests for changed hours or work patterns.

47.0 Commitment to monitor specified-term and casual employment

The Department will monitor the use of specified term and casual employment and share relevant information with the union to ensure that the circumstances in which specified term and casual employment is appropriate and is understood by Principals. (See also Clause 60.0 Job Security).

48.0 No conversion of permanent hours or replacement of permanent positions

- a) State-funded, enrolment-based Day 8 hours (and other permanent hours) must not be converted to casual or temporary hours.
- b) Engagement of casual teacher aides shall not be used to permanently fill any full-time or part-time position.
- c) Sub Clauses (a) and (b) above do not apply where normal work arrangements change due to exceptional circumstances (i.e. genuine operational requirements) and the work pattern justifies the use of a casual employee or other circumstances as agreed between the Department and the UVQ. Prior to any changes in accordance with this sub-clause the UVQ shall be consulted and agreement obtained. Such agreement shall not be unreasonably withheld.
- d) The Principal must be prepared to explain the alternative arrangements, including any reasons of operational convenience and efficiency, and may be required to provide documentation.
- e) Where the decision made by the Principal or delegated officer is in dispute the employee may lodge a dispute in accordance with the Dispute Resolution clause of this agreement.

49.0 Conversion of long term temporary and casual employees

49.1 Intent

Temporary and permanent teacher aides are entitled to have all eligible 'temporary hours' converted to Permanent Other Hours status in accordance with timelines prescribed in the Queensland Government Public Service Commission Temporary Employment Directive 20/10, as amended from time to time.

"Temporary hours" are defined as hours provided to schools, other than Day 8 enrolment-based hours and SEP hours, which may be allocated to either temporary or permanent teacher aides.

The parties agree that temporary teacher aides can be engaged to backfill a teacher aide who is on a form of approved leave.

49.2 Provision

The parties agree to consultation about the application of clause 7.16 the Ministerial Directive in relation to the *Recruitment and Selection Directive 01/10*, as amended from time to time, and the application of clauses 7.3 and 7.4 of the *Temporary Employment Directive 20/10*, as amended from time to time, which provides for the specific provisions for consideration of conversion of temporary employees to tenured status

50.0 Part-year temporary engagements

The Department will work pro-actively with those teacher aides identified as being engaged for a significant portion of the school year to determine eligibility for conversion for permanency. All temporary service as a teacher aide will be recognised for the purpose of eligibility for conversion to permanent status

Teacher aides who are engaged in the role of a teacher aide for a minimum of 35 school weeks for each of the previous two years will have their service recognised for the purpose of eligibility for conversion to permanent status.

51.0 Unplanned absenteeism

Unplanned absenteeism shall be closely monitored with the aim of reducing unplanned absenteeism. Where a teacher aide is identified as having an absenteeism level higher than average or where there is a specific pattern of absenteeism, the relevant Manager/Officer shall investigate the circumstances, including required compliance with relevant Ministerial Directives. If necessary, the union will be advised and the Department and the UVQ may conduct a joint counselling session with the teacher aide.

52.0 School-Based Management

United Voice acknowledges that the Department may wish to modify or alter local staffing arrangements in accordance with local needs. Any such flexibility in staffing arrangements will occur in accordance with the following parameters:

- a) Funds allocated to staff must be used for the employment of staff;
- b) Changes to staffing mix shall only occur in the event of a substantive vacancy;
- c) Variations to the staffing mix will only occur following endorsement by the LCC and the majority of the employees at the school that are affected and their Union. Variations must also be endorsed by the Assistant Regional Director;
- d) Where the proposed changes may negatively impact on teacher aide hours the union will be consulted;
- e) The pay and conditions for all employees shall be in accordance with appropriate Awards and agreements. Any new positions shall be subject to job evaluation in accordance with the relevant Award or Ministerial Directive.

53.0 Disciplinary and Suspension Procedures

It is agreed that all teacher aides will be subject to the same disciplinary and suspension policy and procedures as those applying to public service officers within the Department.

Accordingly, the provisions of Chapter 6 – Disciplinary action for public service officers, sections 187 to 192 and Chapter 7 – Appeals (in relation to disciplinary matters only) of the *Public Service Act 2008* are incorporated into this Agreement with the word “officer” in relevant sections being replaced by “teacher aide”. This incorporation provides the Department with a range of disciplinary action that it considers reasonable according to the circumstances of any alleged misconduct/offence.

Without limiting the provisions of Chapter 6, the following is a summary of its application:

- a) Chapter 6 provides that disciplinary action may result from:
 - unsatisfactory performance;
 - misconduct;
 - absence without approval or reasonable excuse;
 - contravening a manager’s lawful direction;
 - drug or alcohol abuse which impairs a teacher aide’s performance at work;
 - breach of the code of conduct or department standard of practice.
- b) Possible action which can be taken in accordance with Chapter 6 and relevant principles of natural justice, includes (but is not limited to) the following:
 - termination of employment;
 - transfer of the teacher aide to similar duties at another site;
 - forfeiture or deferral of a salary increment or increase;
 - a penalty of not more than 2 periodic salary payments;
 - deduction of a penalty from the teacher aide’s periodic salary payment;
 - a reprimand;
 - suspension of the teacher aide from duty, including suspension without pay if the circumstances warrant it (a suspension may be cancelled at any time).
- c) Any disciplinary action, except termination of employment, shall be subject to provisions of Chapter 7 (Appeals) of the *Public Service Act 2008*.
- d) Disciplinary provisions within this Agreement shall not override provisions within the “Contract of Employment” section of the teacher aides’ relevant award.

54.0 Use of Traineeships and Work Experience Students

- a) The parties acknowledge the engagement of teacher aide trainees by the Department of Education and Training pursuant to the *Apprentices and Trainees Wages and Conditions (Queensland Government Departments and Certain Government Entities) – Order (B1893 of 2000)*.

55.0 Workplace Health & Safety

55.1 Statement of Intent

The parties to this Agreement are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by a comprehensive approach consistent with the Department's Health and Safety and Rehabilitation policies.

55.2 WH&S Consultative Mechanisms

Consultative mechanisms to address workplace health and safety issues will include:

- a) encouraging staff to elect workplace health and safety representatives to represent fellow workers in negotiations on health and safety matters;
- b) encouraging staff representation on (school) workplace health and safety committees to monitor and implement workplace health and safety policies and procedures pertinent to teacher aides; and
- c) maintenance of consultative procedures to resolve health and safety issues, including the right to refuse to perform work if the refusal is based on a reasonable concern by the employee about an imminent risk to their health or safety and the employee does not unreasonably contravene a direction to perform other available work (whether at the same or another workplace) that is safe and appropriate for the employee to perform.

55.3 WH&S Training

Workplace training programs, including induction and on-the-job training, will:

- a) outline workplace health and safety policy and procedures, including work related hazards, control measures applicable to each hazard, and use of health and safety systems to identify hazards and instigate preventive actions.
- b) Employees are expected to participate in all accessible programs offered and to undertake any competency components required by relevant training programs.

55.4 WH&S Programs and Strategies

- a) The parties will jointly cooperate in ongoing efforts to improve the occupational health and safety of teacher aides at schools, non-school locations and at the individual employee level. The parties recognise the benefits of a preventative approach and further, that continuance of risk assessments and risk management is crucial to teacher aide health and safety. The Department shall also promptly deal with any health and safety problems.
- b) During the life of the Agreement, the parties will continue to develop programs and strategies in order to:
 - i. reduce the incidence and duration of workplace injury;
 - ii. improve processes to manage employee rehabilitation and return to work for work/non-work related injuries and illnesses;
 - iii. more effectively manage workers' compensation by increasing employee awareness of potential risks and associated costs;
 - iv. improve employee wellbeing as measured through reduced absences;
 - v. improve data management and reporting systems.
- c) The Department will maintain and review the collection of information on the nature of hazards and incidence of injury.
- d) Principals and officers-in-charge must ensure an audit of their workplace is performed on at least an annual basis. Audits will be effectively undertaken by a team. The team will consist of:
 - i. an employee representative;
 - ii. the Principal or officer-in-charge responsible for the school or workplace or their delegate;
 - iii. a representative from the Workplace Health and Safety Committee.
- e) When determining the frequency of audits the Director, Executive Director Schools or Principal must consider:
 - i. the extent of known hazards in each school or workplace;

- ii. their previous occupational health and safety performance.

The parties will continue to pursue a reduction in the cost of workers' compensation and if this is not achieved, the parties agree to jointly review a range of issues including, but not limited to, work practices, training, rehabilitation of injured workers and productivity rates.

55.5 WH&S Representative Training

- a) The parties are committed to effective training of all workplace health and safety representatives;
- b) Teacher aides are expected to participate in all accessible WH&S programs offered and to undertake any competency components by relevant training programs;
- c) Induction and on-the-job training programs will outline workplace health and safety policy and procedures, particularly job related hazards, control measures applicable to each hazard, and the use of health and safety systems to identify hazards and instigate preventive actions.

56.0 Hepatitis A and B Vaccinations

- a) The Department is committed to full implementation of its policy *HLS-PR-004: Infection Control and Management of Prescribed Contagious Conditions*, which includes vaccination procedures for Hepatitis A and B. In acknowledging this policy, the Department will facilitate and pay for the cost of Hepatitis A & B vaccinations for all eligible teacher aides. Vaccination is on a voluntary basis.
- b) It is agreed that should any new teacher aide receive a vaccination and subsequently resign within three months, the Department may, at its discretion, deduct the cost of such vaccination from the teacher aide's termination pay.

PART 10 - CONDITIONS OF EMPLOYMENT

57.0 OO4 Positions

- a) Where OO4 classification level teacher aide position/s have been identified and allocated to a school, teacher aides occupying these positions will be considered for appointment subject to relevant Ministerial Directives;
- b) Where OO4 classification level teacher aide position/s have been established in the school, such position/s must be maintained consistent with the OO4 position description and work profile, unless otherwise agreed between the parties to this Agreement.
- c) The parties agree to establish a joint reference group to review the current process for creating and filling TAOO4 positions with a view to developing an agreed process for the ongoing establishment of TAOO4 positions.
- d) The above review is to be completed no later than twelve (12) months from the date of certification of this Agreement.
- e) The reference group will consist of 3 teacher aide representatives nominated by United Voice, United Voice officials and departmental officers.
- f) The joint reference group will complete a review of the teacher aide classification structure no later than 18 months after the date of certification of this Agreement. The reference group will consider, but not be limited to, consideration of proposals that provide enhanced career opportunities and recognition of skills and knowledge for teacher aides.
- g) Where it is agreed by the parties, the teacher aide classification structure, practice and procedures may be varied by Memorandum of Agreement or by application to the QIRC.
- h) The reference group will seek the Director-General's approval of any agreed outcomes of the review prior to the implementation of any changes in the process for creating and filling TAOO4 positions.

58.0 Leave Entitlements

All teacher aides are entitled to the leave provisions as specified in the appropriate Industrial Award and Ministerial Directives where appropriate.

59.0 Salary Packaging

Salary packaging is available for teacher aides covered by this Agreement.

The Department will make salary packaging available to employees under the following conditions and in accordance with the Queensland Government Policy found in the Circular issued from time to time by the Public Sector Industrial and Employee Relations Division of the Department of Justice and Attorney-General:

- i. The cost of administering the package, including the fringe benefits tax, are met by the participating employee;
- ii. There will be no additional increase in superannuation costs or to fringe benefits payments made by the Employer;
- iii. Increases or variations in taxation are to be passed to employees as part of their salary package;
- iv. Where mandated by relevant government policy, employees must provide to the Employer evidence of independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is strongly recommended to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
- v. The employer will pass onto the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
- vi. There will be no significant additional administrative workload or other ongoing costs to the Employer;
- vii. Any additional administrative and fringe benefit costs are to be met by the employee;
- viii. Any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed onto the employee as part of the salary package;
- ix. The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging;
- x. Subject to federal legislation, employees may elect to adjust their current salary packaging arrangements to package up to 100% of salary to superannuation.

60.0 Job Security

The Queensland Government is committed to maximum employment security for tenured public service employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to government and the community.

The Department will honour the Government's commitment to providing stability to the public service by avoiding unnecessary organisational restructuring and contracting-out of services. Tenured public service employees will not be forced into unemployment as a result of organisational change (other than in exceptional circumstances, and only with the approval of the Public Service Commissioner). These commitments are effected through the Government's Employment Security and Contracting-Out of Government Services policies.

The Department also gives an assurance that it will not outsource teacher aides' services in any existing or new schools constructed along conventional school lines to provide traditional school services.

The Department will consult with the union on any issue that may affect the operation of this clause.

61.0 Function of Union Workplace Delegates

- a) The Queensland Government acknowledges the constructive role union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- b) Teacher aides will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities, such facilities include telephones, computers, email, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards.
- d) It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- e) Subject to the relevant teacher aide's approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

62.0 Collective Industrial Relations

- a) Structured, collective industrial relations will continue as a fundamental principle of the management of the Department of Education and Training. This principle recognises the important role of unions and the

traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and teacher aides in an open and accountable way.

- b) The Government, as an employer, recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the QIRC.
- c) The Government is committed to collective agreements and will not support non-union individual or collective agreements for public sector workers.
- d) Consistent with principles established by a full bench of the QIRC, the Government will agree to support the “rolling up” of enterprise bargaining wage rates into the relevant awards.

63.0 ILO Conventions

The Queensland Government, as an employer, recognises its obligations under the *Industrial Relations Act 1999* to give effect to international labour standards including freedom of association, workers representatives, collective bargaining and equality of opportunity for all public sector workers.

64.0 Union Encouragement

- a) The Government recognises the right of individuals to join a union and will encourage that membership. However it also recognises that union membership remains at the discretion of individuals.
- b) An application for union membership and information on the UVQ will be provided to all teacher aides at the point of engagement.
- c) Information on the UVQ will be included in induction materials, including the induction kit. UVQ officials will be formally notified and invited to address the arranged induction seminars for new teacher aides in accordance with clause 28 (f) of this agreement.
- d) Union officials will be formally notified and provided with the opportunity to discuss union membership with new teacher aides.
- e) The Department will provide payroll deduction facilities for union subscriptions.
- f) The Department will inform all new teacher aides of the benefits of union membership and provide UVQ membership material when posting out induction materials and in mail confirming appointment details.
- g) Teacher aides will be provided with up to a total of 1 hour credited to ADO time to attend union EB information sessions during the life of the Agreement. The union will consult directly with schools to schedule these information sessions and will provide reasonable notice so as to minimise disruption.

65.0 Protocol for School Visits

- a. Representatives authorised by the union are entitled to enter school during working hours or non-working hours. Such representatives shall give prior notice of the visit to the Principal, Business Service Manager or other appropriately delegated officer. Where a greater period of notice is requested, the representative shall give 24 hours notice.
- b. Union members are entitled to meet with union representatives during working hours, at times contiguous with shift or break start and finish times, and during breaks and non-working hours.
- c. Members are entitled to meet with union representatives at convenient locations, including places where employees congregate such as lunch rooms, and in places separate from management scrutiny.
- d. The employer will not unreasonably refuse requests made by union representatives for teacher aides to be released from class duties to meet with union representatives, or to attend meetings pre-arranged for a specific purpose.
- e. Visits and meetings should be arranged so as to avoid disruption to service delivery or undue effect on work requirements.

66.0 Industrial Relations Education Leave

- a) Industrial relations education leave is paid time off, to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow teacher aides to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- b) Teacher aides may be granted up to 5 working days (or the equivalent hours) paid time off (non-accumulative) per calendar year to attend industrial relations sessions, approved by the Chief Executive or their delegate.
- c) Additional leave, over and above the 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted, where approved structured teacher aides' training courses involve more than 5 working days (or the equivalent hours). Such leave will be subject to consultation between the Chief Executive (or their delegate) and the UVQ and teacher aide.
- d) Upon request and subject to approval by the Chief Executive (or their delegate), teacher aides will be granted paid time off in special circumstances to attend management committee meetings, union conferences and Australian Council of Trade Unions Congress.
- e) The granting of industrial relations education leave and any additional leave should not impact adversely on service delivery, work requirements and the effectiveness and efficiency of the department. At the same time leave shall not be unreasonably refused.
- f) At the discretion of the Chief Executive or their delegate, teacher aides may be granted special leave without pay to undertake work with their Union. Such leave will be in accordance with the Ministerial Directive on Special Leave in relation to special leave without salary. Conditions outlined in the Special Leave Directive that provide for the teacher aides' return to work following unpaid leave will be met.

67.0 Access to RPL Arrangements

- a) Upon progression to paypoint 4 of classification level OO2, Teacher Aides can access Recognition of Prior Learning (RPL) arrangements. The same funding arrangements that presently exist will commence upon reaching paypoint 4. These arrangements will apply for the life of this Agreement.
- b) To progress to OO3, a teacher aide must satisfy the following criteria:
 - i. Employed as a permanent or temporary teacher aide at TAOO2 – level 04 for 12 months or longer;
 - ii. Certificate III level qualification, equivalent or higher; and
 - iii. Current senior first aid certificate or equivalent.
- c) To be eligible to be funded through the RPL process, you must be a permanent or temporary teacher aide at TAOO2 level 4. There is no requirement to wait twelve months at level 04 before commencing the RPL process.

68.0 Blue Card

The *Commission for Children and Young People and Child Guardian Act (2000)* requires people who work in regulated employment, to undergo screening (i.e. the Working with Children Check/Blue Card).

Teacher aides are to self fund the prescribed fee for their initial blue card application, however, teacher aides will not be required to fund the renewal fee during the life of the Agreement.

Signatures:

Signed for and on behalf of the Department of Education and Training Julie Grantham
In the presence of Nick Seeley

Signed for and on behalf of the United Voice, Industrial Union of Employees, Queensland..... Gary Bullock
In the presence of:..... Melanie Little

SCHEDULE 1

Management of Teacher Aide Hours
(See also the body of this Agreement – Management of Teacher Aide Hours)

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SECTION 5 Managing ADOs and Leave

SECTION 6 Teacher aide relief arrangements

SECTION 1 MANAGEMENT OF HOURS - HOW TEACHER AIDE HOURS ARE ALLOCATED OR ADJUSTED IN SCHOOLS

S1.1. Allocation of a teacher aides permanent base hours

- a) The Department is committed to maintaining individual employees PBH for the remainder of their employment with the Department in order to retain experienced teacher aides and avoid redundancy.
- b) The allocation of state-funded, enrolment driven, hours will be adjusted once per year based on a Day 8 allocation process. These hours are known as Permanent Base Hours (PBH).
- c) Accordingly, permanent teacher aides will have only one adjustment of their PBHs per annum subject to the provisions of S1.4. This will occur in conjunction with the Day 8 process during the commencement of each school year. This process is not intended to prevent existing arrangements for schools to request additional resources where there are exceptional enrolment increases.
- d) Eligible teacher aides will receive written notification confirming their Permanent Base Hours (PBH).

S1.2. Allocation or adjustment of teacher aide hours at the school level

Where a teacher aide's ordinary weekly hours are to be allocated (new employees) or adjusted (existing employees), the adjustment shall be made in accordance with this Schedule. Adjustments made to Permanent Base Hours (PBH), shall be made in accordance with either S1.4 (maintenance); S1.5 (reduction) or S2.3 (maximisation).

The Principal / Line Manager will keep teacher aides informed, in writing, of their employment status and/or mix of hours if their hours change.

S1.3 No conversion of permanent hours or replacement of permanent positions

- a) State-funded, enrolment-based Day 8 hours (and other permanent hours) must not be converted to casual or temporary hours.
- b) Engagement of casual teacher aides shall not be used to permanently fill any full-time or part-time position.
- c) Sub Clauses (a) and (b) above do not apply where normal work arrangements change due to exceptional circumstances (i.e. genuine operational requirements) and the work pattern justifies the use of a casual employee or other circumstances as agreed between the Department and the UVQ. Prior to any changes in accordance with this sub-clause the UVQ shall be consulted and agreement obtained. Such agreement shall not be unreasonably withheld.
- f) The Principal must be prepared to explain the alternative arrangements, including any reasons of operational convenience and efficiency, and may be required to provide documentation.
- g) Where the decision made by the Principal or delegated officer is in dispute an employee may lodge a dispute in accordance with clause 19 of this agreement.

S1.4. Maintenance of individual teacher aides' Permanent Base Hours (where schools have a reduction in Day 8, enrolment-driven, hours)

Through the use of transfer and/or multi-school work arrangements, the department is committed to maintaining individual employees PBH for the remainder of their employment with the Department in order to retain experienced teacher aides and avoid redundancy.

In the event of a reduction in a school's allocation of PBH, the parties are committed to retaining experienced teacher aides and avoiding redundancy, however a management of hours process will occur to affect the reduction in a schools Day 8 enrolment-driven hours within 4 weeks, during which action to support employment security will be actively explored in accordance with clause S1.5.

S1.5. Reduction in a Schools Day 8 Enrolment-based Hours

In the event of a significant reduction in a school's allocation of enrolment-based hours a reduction process will apply as follows:

1. Mandatory group consultation (as defined) with all permanent teacher aides;
2. Voluntary reductions in PBH hours for genuine work-life balance reasons only;

3. Voluntary transfer anywhere within state where other hours are available (at no cost to department);
4. Reduction of temporary and casual hours;
5. Required transfer within 50 minutes;
6. Maintenance of PBH through the reallocation of Permanent Other Hours;
7. Redundancy where significant change occurs.

A schools Day 8 enrolment-driven hours can be reduced if a permanent teacher aide/s relinquishes these hours for work-life balance reasons, or elects to transfer anywhere within the State or undertake work across a number of schools within reasonable travel time of their current work site/home.

Should no employee voluntarily reduce hours their hours for genuine work-life balance reasons or transfer within the state, the required transfer process as outlined in clause S1.6 will apply.

S1.6. Required Transfer Process

The intent of these provisions is to minimise the impact on the employee to be transferred.

Where a schools hours are reduced, the following steps are to be used in determining which employee is required to transfer:

1. Consultation with all permanent teacher aides at school with surplus hours;
2. Identify teacher aides who reside within 50 minutes of school identified as having available hours;
3. Remove from consideration any teacher aide who provides evidence of extenuating compassionate circumstances that a transfer would be unreasonable;
4. Consider the requirements of the school with surplus hours and the school identified as having available hours;
5. Identify teacher aides with the shortest continuous service with the Department.

S1.7. Temporary to Permanent Conversion

Temporary and permanent teacher aides are entitled to have all their eligible 'temporary hours' converted to Permanent Other Hours (POH) status in accordance with the timelines prescribed in the Queensland Government Public Service Commission *Temporary Employment Directive 20/10*, as amended from time to time.

'Temporary hours' are defined as hours provided to schools, other than Day 8 enrolment-based hours and SEP hours, which may allocated to either temporary or permanent Teacher Aides.

The parties agree that temporary teacher aides can be engaged to backfill a teacher aide who is on a form of approved leave.

S1.8. Part-year temporary engagements

- a) DET will work pro-actively with those teacher aides identified as being engaged for a significant portion of the school year to determine eligibility for conversion to permanency. All temporary service as a teacher aide will be recognised for the purpose of eligibility for conversion to permanent status subject to clause (b)
- b) Temporary teacher aides who are engaged in the role of teacher aide for a minimum of 35 school weeks for each of the previous two years will have their service recognised for the purpose of eligibility for conversion to permanent status.

S1.9 Engagement of casual or temporary teacher aide to fill an absence of a permanent part-time teacher aide:

- a) Prior to any replacement teacher aide being employed, available teacher aide hours will be subject to relevant clauses of this Agreement (i.e. Maximisation).
- b) Where it is agreed a replacement teacher aide will be employed either as a specific term (temporary) or casual teacher aide:
 - i. The type of engagement will depend on the length of the period of absence and the needs of the school:
 - ii. For absences of 12 weeks and less, replacement teacher aides/s is appointed on a casual basis or temporary basis for up to the ordinary hours of duty of the absent employee.
 - iii. For absences of more than 12 weeks, replacement teacher aide/s are to be appointed for a specific term (temporary) for up to the ordinary hours of duty of the absent employee.

- (c) Casual or temporary teacher aides shall not be used to permanently fill any part-time permanent or full-time permanent position.

S1.9.1 Reduction of Permanent Other Hours (POH)

Where changes in funding arrangements associated with Permanent Other Hours necessitates a reduction in the Permanent Other Hours, the following process will occur within 4 weeks of advice that the funding arrangements have changed, however a minimum period of 1 weeks notice is required when changing hours:

1. Mandatory group consultation (as defined) with all permanent teacher aides at the school;
 2. Voluntary reductions in Permanent Other Hours;
 3. Voluntary transfer anywhere within the State where other hours are available (at no cost to the department);
 4. Reduction of temporary and casual hours;
 5. Required transfer within 50 minutes;
 6. Required reduction in Permanent Other Hours or redundancy where there is significant change.
- a) Hours will be reduced in the area concerned i.e. where such hours were allocated. For example, if there is a reduction in the allocation of special needs teacher aide hours then eligible special needs teacher aides will have their hours reduced. This would apply in the same manner for primary hours, secondary hours, pre & preparatory year hours and other specifically funded hours including manual arts, literacy and numeracy hours. Where more than one teacher aide's hours are reduced, any reduction in hours will be equitably applied, except where:
- i. hours are lost from a specific area/s or program (i.e. where such hours were allocated); or
 - ii. operational factors require a specific reduction of hours; or
 - iii. in other circumstances as agreed between the parties.
- b) Unless otherwise agreed a reduction in hours will be equitably applied in accordance with Clause (a) except where operational factors require specific allocation of hours e.g. if 10 hours need to be reduced and there are 5 eligible teacher aides, then each teacher aide would lose 2 hours.
- c) The outcome of the consultation and agreement process must be briefly documented and Teacher aides will be kept informed in writing of their employment status and/or mix of hours if their school-based hours are changed.
- d) Where the decision made by the Principal or delegated officer is in dispute an employee may lodge a dispute in accordance with clause 19 of this agreement.

SECTION 2 - Maximisation of Hours

S2.1. Statement of Intent

Implementation of this Agreement will not result in a reduction in previously 'guaranteed hours' for existing permanent teacher aides.

The intention of these provisions is to:

- Provide for mandatory maximisation of teacher aide hours to existing permanent teacher aides when hours become available at the school level up to 5 ³/₄ hours per day or 28 ³/₄ hours per week (i.e. school contact hours) and wherever possible consideration of maximisation beyond the school contact hours;
 - Provide maximum stability and security of employment for teacher aides in accordance with the Government's employment security policy;
 - Increase the hours of existing permanent teacher aides while taking into consideration the Priority Learning Areas and Priority Learning Hours of the school;
 - It is the intention of the parties to provide permanent full-time employment where operational and personal circumstances allow;
 - Provide a more efficient delivery of services in schools and to provide flexible and efficient staffing options for schools.
- a) Permanent teacher aides may increase their Permanent Base Hours where they access additional hours through the maximisation process following an increase in Day 8 enrolment-based hours and/or student with a disability hours, separation from employment or where a teacher aide requests a voluntary reduction in PBH for genuine work-life balance reasons.
- b) The parties acknowledge that teacher aides may be rostered to perform a variety of tasks including:

- Work within the classroom and other work such as preparation of resources including administration resources;
 - Liaison with teaching and school management staff; and
 - Research and data collection, which may not involve contact with students.
- c) The parties commit to co-operate to identify and promote teacher aide duties that may be undertaken outside the standard hours of instruction in the shared interest of maximising hours beyond five and three-quarter hours in any one school day where operational needs permit.
- d) In order to increase flexibility and efficiency in its staffing options, the Department agrees that teacher aides may be employed for up to and including 38 ordinary hours per week, subject to operational and personal circumstances.
- e) Where non state-funded hours (other hours) are available, any decision to maximise the hours of existing employees can only occur if the employees understand and agree that, should those funding arrangements later cease, there will be a return to the previously existing allocations.

S2.2. Provisions

- a) The Principal (or delegated officer) must consult with teacher aides as a group in accordance with clause of 12 (b) of the agreement.
- b) Permanent part-time teacher aides will be eligible to increase their hours of employment in accordance with the maximisation of hours process in this Agreement by accessing hours should additional hours become available.
- c) Available hours will be utilised in the area where such hours are allocated.
- d) Initially hours will be mandatorily maximised to the Priority Learning Hours and/or Priority Learning Areas as determined by the Principal at the beginning of each school year, however no later than the finalisation of a school's Day 8 process, to existing permanent part-time teacher aides.
- e) Where hours are subject to mandatory maximisation, they shall be distributed equitably to all permanent teacher aides unless otherwise advised by a teacher aide/s (i.e. a teacher aide/s may not wish to increase their hours).
- f) If more than one teacher aide is able to increase hours, hours will be equitably applied. The parties agree that equitable allocation is determined as an equal increase or reduction in hours e.g. if 10 hours are available and there are 5 eligible teacher aides, then each teacher aide would receive 2 hours, (or in other circumstances as agreed between the parties).
- g) All maximisation decisions made by the Principal (or delegated officer) must be provided in writing to all teacher aides and include the reasons relied upon to justify his/her decision.
- h) Teacher aides will be kept informed in writing of their employment status and/or mix of hours if their hours are changed.
- i) Where the decision made by the Principal or delegated officer is in dispute an employee may lodge a dispute in accordance with clause 19 of this agreement.

S2.3. Maximisation Process

The following process is mandatory and must be conducted in accordance with these steps to provide for maximisation of hours for permanent teacher aides as hours become available at a school. Mandatory maximisation of hours is **not subject** to consideration of operational needs.

The following steps will apply in the distribution of additional hours, regardless of the number of hours that become available or how these hours become available (i.e. through various funding sources).

1. Mandatory group consultation (as defined) with all permanent teacher aides
2. Mandatory consideration of surplus staff (as defined) and required transferees
3. Mandatory maximisation to Priority Learning Hours and/or Priority Learning Area #
4. Mandatory maximisation to school contact hours (up to five and three-quarter hours in any one school day excluding ADO) *
5. Consideration to maximise beyond school contact hours
6. Consider requested transfers before proceeding to open merit

The Priority Learning Hours (PLH) and/or Priority Learning Areas (PLA) are to be determined by the Principal at the beginning of each school year, however this will be no later than the finalisation of the school's Day 8 process.

* School contact hours are limited to five and three-quarter ($5\frac{3}{4}$) hours per day (exclusive of ADO). That is, mandatory maximisation of hours is limited to $5\frac{3}{4}$ hours (exclusive of ADO) in any one day.

S2.4 Consultation at the school level

- a) When considering mandatory maximisation of available teacher aide hours, the Principal must consult with permanent teacher aides as a group, to discuss and advise on the distribution of hours.
- b) When considering maximisation of available teacher aide hours beyond school contact hours (see Step 5), the Principal or delegated officer must consult (see consultation definition) with all permanent teacher aides as a group with the objective of reaching mutual agreement on the best method to maximise hours subject to the provisions of this Section. Due consideration is to be given to all options proposed by the Principal and/or teacher aides and neither party will unreasonably withhold agreement.
- c) The Principal or delegated officer must be prepared to explain their decision and is required to provide documentation of the outcome with teacher aides provided a copy.

SECTION 3 – TRANSFERS AND DEPLOYMENT

S3.1. High compassionate transfer eligibility includes:

- a) Transfers for serious health and/or safety reasons supported by authoritative medical evidence that the teacher aide requires relocation;
 - Transfers for serious health and/or safety reasons supported by authoritative medical evidence their immediate family member requires relocation; or
 - Instances of serious harassment where the teacher aide's safety and wellbeing is significantly jeopardised.
- b) Discussion will occur with the Union where necessary prior to the Principal or delegated officer making a determination on such compassionate circumstances. The Principal/site manager will also consult with the Executive Director Schools/CSU Manager. Other forms of compassionate transfers will be treated as requested transfers.

S3.2 Requested transfer:

Means an employee who has requested to be transferred and is listed as a 'requested transferee' in accordance with Departmental policy: *Transfer at Level: non-teaching staff*.

S3.3. Deployment eligibility:

- 1) A permanent teacher aide who loses a position at their current location will be considered for deployment, in accordance with the Departmental policy *HRM-PR-019: Management of Teacher Aide Hours, Accumulated Days Off and Relief*. Those permanent teacher aides who lose 50% or more of their hours because of enrolment reductions or reductions of funding source may submit an application form and be considered for deployment.
- 2) Any teacher aide aggrieved by a decision on these matters may take action under the dispute avoidance and settlement procedures in this Agreement, or the relevant Ministerial Directive.

SECTION 4 ACCUMULATED DAYS OFF (ADO) ARRANGEMENTS'

S4.1. Teacher aides ADO arrangements

- a) The Principal and teacher aides at the school must negotiate the method by which time is to be accumulated in order to access the appropriate number of ADO days per annum (Calculator on Human Resources intranet web site).
- b) Up to 29 ADOs per annum, based on Full-time Equivalent (FTE) are to be availed of during the school vacation periods. This includes 20 days during the Winter and Spring school vacation periods and 9 days taken across either the Easter and/or Summer vacation periods.

- c) In order to access 29 days ADO per annum (full time) for the purpose of accessing leave (ADO) on full pay during all school holiday periods excluding student free days and in concert with recreation leave, the teacher aide is required to work up the equivalent of 25 days ADO per annum throughout a 12 month cycle.
- d) Accrual of ADO is dependant upon the rostered hours worked each week. ADO accrual will be based on a pro-rata rate for accruing 29 days ADO by working 25 days of rostered time for a full time teacher aide. This equates to a multiplier of 1.16 hours ADO for each hour of ADO time worked.
- e) The Department will develop an ADO Calculator that will be accessible on One Portal for schools and Teacher aides to use in calculating the ADO accrual rate applicable to each teacher aides roster.
- f) Additional ADO time may be accumulated where no professional development activities are scheduled during the flexible Student Free Days during the Easter vacation period.
- g) Additional ADO time may be accumulated so that teacher aides can access up to 5 days per annum (non cumulative) from ADO entitlements for compassionate grounds or emergent reasons. Note that a teacher aide may go into ADO debit to access compassionate or emergent leave.
- h) In remote schools where the school closes for an extra week over the summer vacation, an additional 5 days per annum ADO time can be accumulated to allow teacher aides to access ADO time over the extra week's closure. This provision is subject to the requirements of the Principal/school community and agreement between the Principal and teacher aide about the rostering. The Principal shall not unreasonably withhold agreement for the additional ADO to be worked.
- i) Teacher aides will still be required as a condition of employment to avail of their annual leave entitlement during the summer vacation period.
- j) ADO time can be accumulated where professional development training is directed to be undertaken outside normal rostered hours.
- k) ADO time is to be accumulated where teacher aides are required by the Principal to be included in classroom discussions/activities/school activities/functions/staff meetings where these activities fall outside normal rostered hours. The arrangements and requirements to attend activities are to be determined at the school level.
- l) Teacher aides will have the ability to transfer accumulated time off between school locations provided there is mutual agreement with the Principals at both locations and the teacher aide concerned. Under no circumstances shall a teacher aide lose any accumulated ADO time. For all employees, ADO arrangements and variations shall be formally recorded at the school level (refer to the attached pro-forma agreement).

S4.2 Management of debit ADO hours

- a) Teacher aides may be allowed to enter into a negative ADO balance in exceptional circumstances such as extended sick leave (greater than 4 weeks) or other extended absences agreed to between the school and the teacher aide concerned.
- b) Providing that such negative balance of hours is reduced to a zero balance within a period of 12 months from when the negative balance occurs. Negative balances on termination of employment may be deducted from the final wages on a time for time basis.

S4.3 Management of credit ADO hours

- a) In most circumstances employees should have a zero balance of ADO hours at the beginning of each twelve-month cycle. Where teacher aides have ADO hours in surplus of those required for the twelve-month cycle, then the following procedure will apply:
- b) The employee shall apply in writing to the Principal by the commencement of Term 4 to access the surplus ADO hours. This will allow the teacher aide to take time off with pay prior to the December vacation period.
- c) Where ADO hours have been applied for and refused prior to the December vacation period, then such surplus ADO hours shall be either, paid out to the teacher aide at ordinary time rates of pay (on a time for time basis) or carried over to the next twelve-month period. The decision to have a payout is solely at the discretion of the teacher aide. Where surplus hours are carried over, such hours must be taken off within that period of 12 months.
- d) Employees are not required to attend for duty on days that would be normally utilised for ADO days, regardless of whether they have accumulated sufficient hours to balance their absences on ADO days.

- e) In special circumstances or by negotiation, the Principal may grant approval for an employee to attend for duty on an ADO day. Where the employee attends for duty, meaningful work must be provided and occupational health and safety issues must be carefully considered. Where arrangements are negotiated for a teacher aide to work prior to the student-free days at the end of the summer vacation, adjustments must be made to the ADO hours to be accumulated in the previous year.

S4.4 Twelve months cycle

- a) The Principal should consult with employees with the objective of reaching agreement on the arrangements under which ADO hours may be accumulated taking into account the employee's personal circumstances (e.g. family responsibilities) wherever practicable. This may be on a daily, weekly or monthly basis. These arrangements shall operate on the basis of a twelve-month cycle, beginning on the first day of the pupil-free days in January and extending through to the day before the corresponding pupil-free day in the next year. Any deviations from the arrangements established may only be effected by mutual agreement of both parties. To ensure the interests of all parties are protected, the ADO arrangements and variations to those arrangements should be formally recorded.
- b) Employees can accumulate the ADO hours required during the course of the 12 months period in order to have all student vacation periods as ADO days off on full pay. Employees do not have to accumulate sufficient ADO hours during the term immediately preceding an ADO period. In some instances, employees may have a negative balance of ADO hours at a particular stage of the year (e.g. prior to the September vacation period). This is reasonable provided the employee is able to make up the necessary shortfall during the following Term.
- c) Once the required annual total of ADO hours has been accumulated, a teacher aide's timetable should be readjusted to normal daily working hours.
- d) In the event of an employee having a negative balance or insufficient accumulated hours approaching an ADO period and there being no likelihood of the employee being able to make up this shortfall, the employee should submit a leave schedule.
- e) The application should indicate the number of hours the employee owes Education Queensland and state "ADO debit" as the reason for absence. An adjustment will be made to the employee's subsequent ADO pay period.
- f) An employee must not have a negative balance of more than 30 ADO hours at any time.

S4.5 ADO required hours formula

- a) The following formula will assist schools and teacher aides in establishing the required number of ADO hours to be accumulated by teacher aides each week, throughout a 12 month period. An ADO calculator is provided on the Departmental intranet.
- "X" ordinary hours (i.e. total number of hours other than casual) per day multiplied by "Y" (25 days ADO) divided by 40 school weeks = ADO hours to be worked each week.
 - e.g. $5.75 \times 25 / 40 = 3.5$ hours per week
 - A teacher aide who works 5.75 hours per day, 5 days per week would accrue 29 days ADO.
 - e.g. 5.75 hours multiplied by 25 days multiplied by 1.16 = 166.75 hours (or 29 days multiplied by 5.75 hours)
- b) Where no professional development activities (i.e. three flexible student free days) are scheduled during the Easter vacation period, "Y" may also include, by agreement, any additional hours to be accumulated by a teacher aide to be availed of during the Easter vacation period.
- Ordinary hours multiplied by "Y" days divided by 40 school weeks.
 - e.g. 5.75 hours multiplied by 28 days (25 ADO days +3 flexible student free days) divided by 40 school weeks = 4 hours per week

S4.6 Conditions for accumulating ADO hours

- a) ADO hours may be accumulated by various means, including:

- i. Supervision of students including bus and playground duty or other teacher aide duties as designated by the Principal;
 - ii. Working additional hours per day or on specified days. Consistent with their Award, teacher aides may be worked (with their agreement) for up to ten hours per day (including ADO hours and excluding meal breaks). In determining whether to allow teacher aides to work lengthy hours per day, Principals have an overriding duty of care to ensure teacher aides are properly supervised and meaningfully employed.
 - iii. Attendance at school camps, excursions, fetes, staff meetings, professional development in accordance with the Agreement, teacher aides can accumulate by agreement up to fifteen hours ADO time per day on school camps (up to 15 hours less rostered time for each day); or
 - iv. By mutual agreement, reporting for work on non-rostered days.
- b) Temporary teacher aides engaged for periods of more than twelve weeks may accumulate ADO hours provided the Principal ensures that the teacher aide is able to avail themselves of their ADO entitlements prior to the completion of their engagement. Temporary teacher aides engaged for less than twelve weeks are not eligible to accumulate ADO hours during their engagement.

SECTION 5 MANAGING ADO's AND LEAVE

S5.1. Workers' Compensation

- a) If an employee is absent on workers' compensation, any ADO time for which they were rostered to work must be credited to their ADO balance. If the employee is subsequently absent on workers' compensation for any agreed ADO days, they must be deemed to have taken those ADO days.
- b) Where an employee has actually worked ADO hours and is subsequently absent on workers' compensation during any agreed ADO days, the employee may take accumulated ADO hours at a time mutually convenient to the employee and the Principal. No relief will be available in such circumstances.
- c) Where an employee is absent on workers' compensation leave, claims sent to WorkCover Queensland must reflect only the ordinary hours the employee was rostered to work.

S5.2. Sick leave

- a) Applications for sick leave should include only the total number of ordinary hours the employee was rostered to work. If an employee is absent due to illness and has insufficient sick leave entitlement, they may apply for leave without pay.
- b) Applications for leave without pay should be for ordinary hours only.
- c) Any employee absent on sick leave during ADO days is not entitled to take those ADO days at any other time.
- d) Where a teacher aides' absence on sick leave reduces their ADO entitlement so that sufficient ADO time and annual leave, if applicable, has not been accumulated for the school vacation period/s (annual leave is still to be taken during the summer vacation period), a debit ADO balance may be carried into the next year. The debit ADO time must be worked up within 12 months of the debit occurring. An appropriate deduction may be made to compensate a failure to work up the debit hours within the 12-month period provided that the teacher aide has been allowed a fair opportunity to work up the debit hours.

S5.3. Long service leave and parental leave

- a) Long service leave and parental leave are granted in week/s and days only.
- b) ADO days accumulated prior to a period of long service leave or family leave and rostered to be taken during that leave, must be taken after the period of long service leave. The employer and employee must agree on the time when these ADO days may be taken.
- c) Absence on long service or parental leave may result in an employee having insufficient ADO days accrued to warrant ADO days to be taken on full pay in an ensuing school vacation. Under these circumstances, local arrangements may be made for the employee to make up the additional hours or the employee may apply for special leave without pay.

S5.4. Public holidays

Where a public holiday falls on an ADO day the employee is entitled to take that ADO day at another time mutually agreed upon between the Principal and the employee.

S5.5. Annual leave

- a) As a condition of employment, all employees are required to take their annual leave during the summer vacation period.
- b) An employee who is absent on workers' compensation and is unable to take annual leave during the summer vacation must take their annual leave at another time mutually convenient to the Principal and the employee.

S5.6. Special leave without pay

- a) Employees applying for extended periods of leave without pay must take all accrued ADO days prior to commencing leave.
- b) Employees absent on special leave without pay will not receive credit for ADO hours rostered during that leave period.

S5.7. New appointments

An employee can begin to accumulate ADO hours from the first day of appointment. It may be necessary for the employee to have a negative balance of ADO hours after an ADO period if the date of appointment closely precedes an ADO period.

S5.8. Resignations

- a) On resignation, the employee must avail themselves of any accumulated ADO hours prior to the resignation taking effect.
- b) If the employee has a debit balance of ADO hours, they should attempt to accumulate sufficient ADO hours to make up the shortfall prior to the resignation taking effect.
- c) Where it is not possible to accumulate the time an adjustment may be made to any remuneration from entitlements owing at the time of the resignation.

SECTION 6 TEACHER AIDE RELIEF ARRANGEMENTS

S6.1. Absences on leave

- a) Relief for teacher aides absent on leave is to be provided only where it is determined to be essential to the effective delivery of education services or the welfare of students and where this cannot be achieved through the re-rostering of available resources.
- b) To support student needs, teacher aide staff are required to take annual leave during school vacation periods. Relief is not provided for these absences. Other circumstances for which relief is not normally provided include:
 - prior to an appointment being made to a new position created at an educational facility; and
 - absences due to leave for ADO (Accumulated Days Off) entitlements.

S6.2. Relief entitlements and non-replacement periods

- a) In general, where teacher aides are absent on unpaid leave and long service leave, total relief may be provided after the second day of the teacher aides' absence.
- b) Due to the diverse nature of the functions of educational facilities, relief provisions for the various types of educational facilities are outlined below:

S6.3. Preparatory year and special educational facilities/programs and students with special needs

- a) If the relief is determined to be essential, based on the needs of the students at their facility, and cannot be effectively provided by the re-allocation of essential duties of teacher aides of the school or of the host school, the Principal may arrange for total relief to be provided for up to the ordinary hours of duty of the absent employee for the entire period of absence.

- b) Similar relief provisions apply for teacher aides employed specifically to work with students with a disability, where the student does not attend a special educational facility.
- c) In relation to preparatory year classes, the Principal must provide relief of an absent teacher aide for the entire period of absence of that staff member.

S6.4. Other educational facilities with more than one teacher aide

If relief is determined to be essential, total relief may be provided for up to the ordinary hours of duty for the absent employee after two days' absence.

S6.5. Other educational facility with only one teacher aide

If relief is determined to be essential, total relief may be provided for up to the ordinary hours of duty for the absent employee after one days' absence.

S6.6. Terms of appointment of relief staff

- a) Replacement teacher aides are appointed on either a specified term (temporary) or a casual basis. The type of engagement will usually depend on the length of the period of absence and the needs of the school.
- b) For absences of four weeks and less, replacements are appointed on a casual basis for up to the ordinary hours of duty of the absent employee. Casual employees are engaged by the hour, with the engagements terminable by either party without notice. A minimum engagement of two hours' work must apply regardless of the number of separate engagements per day.
- c) For absences of more than four weeks, replacements are usually appointed for a specific term (temporary) for up to the ordinary hours of duty of the absent employee. Either party may terminate the engagement by the giving of one week's notice or by the payment or forfeiture of one week's wages in lieu.

2008 One and Two Classroom Teacher Schools

Excludes campuses/satellite schools of multi site entities including:					
2344	Gregory Educational Facility	MT	NOQ	5	CAMPUS (PRI)
(attached to 0330 (P10) Doomadgee SS) and the various campuses:					
1950	Tagai State College - Dauan Island Campus	TP	FNQ	6	SS
1949	Tagai State College - Kubin Campus	TP	FNQ	6	SS
1951	Tagai State College - Poruma Campus	TP	FNQ	5	SS
1953	Tagai State College - St Pauls Campus	TP	FNQ	6	SS
1952	Tagai State College - Stephen Island Campus	TP	FNQ	5	SS
1948	Tagai State College - Warraber Island Campus	TP	FNQ	6	SS
(attached to 5726 Tagai State College)					
School Number	School Name	District Code	Region Code	School Band	School Type
0591	Abercorn SS	WN	WBB	5	SS
1275	Abergowrie SS	TE	NOQ	5	SS
1963	Alexandra Bay SS	CA	FNQ	5	SS
0430	Alloway SS	WN	WBB	5	SS
1294	Applethorpe SS	WK	DDS	5	SS
1266	Aratula SS	ME	MTN	5	SS

0813	Arcadia Valley SS	RM	DDS	5	SS
0512	Ashwell SS	MW	MTN	5	SS
0357	Augathella SS	RM	DDS	5	SS
0572	Avondale SS	WN	WBB	5	SS
0317	Back Plains SS	TD	DDS	5	SS
0906	Bajool SS	CQ	FCW	5	SS
1367	Bambaroo SS	TE	NOQ	5	SS
1730	Bartle Frere SS	CA	FNQ	5	SS
0387	Bauhinia SS	CT	FCW	5	SS
1019	Bedourie SS	CW	FCW	5	SS
0187	Begonia SS	RM	DDS	5	SS
1768	Bellenden Ker SS	CA	FNQ	5	SS
1631	Benarkin SS	WW	WBB	5	SS
1397	Binjour Plateau SS	WW	WBB	5	SS
1679	Birdsville SS	CW	FCW	5	SS
0316	Blenheim SS	MW	MTN	5	SS
0344	Bluff SS	CQ	FCW	5	SS
0425	Bollon SS	RM	DDS	5	SS
1542	Booyal Central SS	WN	WBB	5	SS
0899	Bororen SS	CT	FCW	6	SS
0595	Boulia SS	MT	NOQ	6	SS
0815	Bowenville SS	TD	DDS	5	SS
1133	Brigalow SS	TD	DDS	5	SS
1071	Broadwater SS	WK	DDS	5	SS
0311	Brookstead SS	TD	DDS	5	SS
1035	Brooweena SS	WS	WBB	5	SS
1124	Builyan SS	CT	FCW	5	SS
0962	Bullyard SS	WN	WBB	5	SS
1508	Bungunya SS	WK	DDS	5	SS
0530	Burketown SS	MT	NOQ	5	SS
1129	Burra Burri SS	TD	DDS	5	SS
1427	Butchers Creek SS	TL	FNQ	5	SS
1318	Byfield SS	CT	FCW	5	SS
1047	Bymount East SS	RM	DDS	5	SS
0483	Cameron Downs SS	CW	FCW	5	SS
0714	Camooweal SS	MT	NOQ	6	SS
1806	Carmila SS	MK	MYW	5	SS
0823	Charlton SS	TW	DDS	5	SS
0866	Chillagoe SS	TL	FNQ	5	SS
0606	Clarke Creek SS	MK	MYW	5	SS
1225	Coalstoun Lakes SS	WW	WBB	5	SS
1480	Coen SS	TP	FNQ	6	SS
0173	Comet SS	CQ	FCW	5	SS
0024	Condamine SS	RM	DDS	5	SS
0439	Coningsby SS	MK	MYW	5	SS
0032	Coowonga SS	CT	FCW	5	SS
1084	Cooyar SS	WW	WBB	5	SS
1898	Coppabella SS	MK	MYW	5	SS
0399	Crawford SS	WW	WBB	5	SS
0165	Croydon SS	TL	FNQ	5	SS
0892	Dagun SS	WS	WBB	5	SS
1022	Daintree SS	CA	FNQ	5	SS
1670	Dajarra SS	MT	NOQ	6	SS
0950	Dallarnil SS	WW	WBB	5	SS
0318	Dalveen SS	WK	DDS	5	SS
0520	Darlington SS	LA	SOC	5	SS
0837	Depot Hill SS	CQ	FCW	6	SS
0266	Dingo SS	CQ	FCW	5	SS
0408	Dows Creek SS	MK	MYW	5	SS
0889	Drillham SS	RM	DDS	5	SS
0342	Duarina SS	CQ	FCW	5	SS
1170	Dulacca SS	RM	DDS	5	SS

0934	Dunkeld SS	RM	DDS	5	SS
1667	Durong South SS	WW	WBB	5	SS
1758	El Arish SS	TL	FNQ	5	SS
0154	Emu Creek SS	TD	DDS	5	SS
1179	Eromanga SS	RM	DDS	5	SS
0731	Eton north SS	MK	MYW	5	SS
0222	Eulo SS	RM	DDS	5	SS
1353	Eungella SS	MK	MYW	5	SS
0210	Evesham SS	CW	FCW	5	SS
1172	Farleigh SS	MK	MYW	5	SS
0810	Feluga SS	TL	FNQ	5	SS
0489	Flagstone Creek SS	TW	DDS	5	SS
0523	Forsayth SS	TL	FNQ	5	SS
0037	Fortitude Valley SS	BC	GBN	5	SS
0040	Freestone SS	WK	DDS	5	SS
1460	Gargett SS	MK	MYW	5	SS
0178	Georgetown SS	TL	FNQ	5	SS
0709	Gindie SS	CW	FCW	5	SS
0749	Givelda SS	WN	WBB	5	SS
0917	Glenmorgan SS	TD	DDS	5	SS
0552	Gogango SS	CQ	FCW	5	SS
0939	Goodwood SS	WN	WBB	5	SS
1839	Goovigen SS	CT	FCW	5	SS
0145	Grandchester SS	MW	MTN	5	SS
1051	Grantham SS	TW	DDS	5	SS
0976	Greenmount SS	TD	DDS	5	SS
0334	Greenvale SS	TE	NOQ	5	SS
1056	Grosmont SS	RM	DDS	5	SS
1549	Guluguba SS	RM	DDS	5	SS
1391	Gumlu SS	TE	NOQ	5	SS
0058	Gunalda SS	WS	WBB	5	SS
0821	Gundiah SS	WS	WBB	5	SS
1329	Haden SS	TW	DDS	5	SS
0213	Halifax SS	TE	NOQ	5	SS
1962	Hamilton Island SS	MK	MYW	5	SS
1849	Hannaford SS	TD	DDS	5	SS
0902	Harlin SS	WW	WBB	5	SS
1060	Hayman Island SS	MK	MYW	5	SS
0954	Hebel SS	RM	DDS	5	SS
0912	Helens Hill SS	TE	NOQ	5	SS
0541	Hillview SS	LA	SOC	5	SS
0470	Homebush SS	MK	MYW	5	SS
0241	Homestead SS	TE	NOQ	5	SS
0713	Ilfracombe SS	CW	FCW	5	SS
0661	Ingleside SS	GC	SOC	5	SS
0519	Irvinebank SS	TL	FNQ	5	SS
0063	Isisford SS	CW	FCW	5	SS
0798	Jarvisfield SS	TE	NOQ	5	SS
0206	Jericho SS	CW	FCW	5	SS
1558	Jimbour SS	TD	DDS	5	SS
1783	Junction View SS	TW	DDS	5	SS
0910	Jundah SS	CW	FCW	5	SS
1187	Kaimkillenbun SS	TD	DDS	5	SS
1494	Kalamia SS	TE	NOQ	5	SS
0914	Kandanga Creek SS	WS	WBB	5	SS
1145	Karara SS	WK	DDS	5	SS
0868	Kennedy SS	TL	FNQ	5	SS
0670	Keppel Sands SS	CT	FCW	5	SS
1707	Kia-Ora SS	WS	WBB	6	SS
0787	Kilcummin SS	MK	MYW	5	SS
1534	Kin Kin SS	SN	SUN	6	SS
0753	Kindon SS	WK	DDS	5	SS

0415	Kioma SS	WK	DDS	5	SS
1078	Kogan SS	TD	DDS	5	SS
1472	Kulpi SS	TD	DDS	5	SS
0202	Lakeland SS	CA	FNQ	5	SS
0583	Laura SS	CA	FNQ	5	SS
0068	Leyburn SS	WK	DDS	5	SS
0980	Linville SS	WW	WBB	5	SS
1119	Lochington SS	CW	FCW	5	SS
1010	Lower Tully SS	TL	FNQ	5	SS
1140	Lowmead SS	WN	WBB	5	SS
0743	Lucinda Point SS	TE	NOQ	5	SS
0418	Lundavra SS	WK	DDS	5	SS
0383	Ma Ma Creek SS	TW	DDS	5	SS
0101	MacKenzie River SS	MK	MYW	5	SS
1214	Maidavale SS	TE	NOQ	5	SS
0258	Majors Creek SS	TE	NOQ	5	SS
0320	Marburg SS	MW	MTN	5	SS
1584	Marlborough SS	CT	FCW	5	SS
1122	Marmor SS	CQ	FCW	5	SS
0640	Maroon SS	ME	MTN	5	SS
1251	Maroondan SS	WN	WBB	5	SS
1389	Maryvale SS	WK	DDS	5	SS
1400	McDonnell Creek SS	CA	FNQ	5	SS
1394	McIlwraith SS	WN	WBB	5	SS
1473	Meandarra SS	TD	DDS	5	SS
1673	Mena Creek SS	TL	FNQ	5	SS
0806	Merinda SS	MK	MYW	5	SS
0867	Millaroo SS	TE	NOQ	5	SS
1120	Milman SS	CT	FCW	5	SS
1919	Mistake Creek SS	MK	MYW	5	SS
0701	Moffatdale SS	WW	WBB	5	SS
1513	Monogorilby SS	WW	WBB	5	SS
0511	Moonie SS	WK	DDS	5	SS
1474	Moresby SS	TL	FNQ	5	SS
0525	Morven SS	RM	DDS	5	SS
0214	Mount Charlton SS	MK	MYW	5	SS
1975	Mount Fox SS	TE	NOQ	5	SS
1109	Mount Molloy SS	TL	FNQ	5	SS
1511	Mount Murchison SS	CT	FCW	5	SS
0737	Mount Nebo SS	BC	GBN	5	SS
1531	Mount Surprise SS	TL	FNQ	5	SS
0464	Mount Sylvia SS	TW	DDS	5	SS
0495	Mount Whitestone SS	TW	DDS	5	SS
0490	Muckadilla SS	RM	DDS	5	SS
1418	Mulgildie SS	WN	WBB	5	SS
0507	Mungallala SS	RM	DDS	5	SS
1177	Murray's Bridge SS	WK	DDS	5	SS
1317	Mutarnee SS	TE	NOQ	5	SS
0993	Mutchilba SS	TL	FNQ	5	SS
0152	Mutdapilly SS	ME	MTN	5	SS
0304	Muttaborra SS	CW	FCW	5	SS
1481	Nagoorin SS	CT	FCW	5	SS
1706	Nerimbera SS	CT	FCW	5	SS
1735	Nobby SS	TD	DDS	5	SS
0785	Numinbah Valley SS	GC	SOC	5	SS
1238	Oakenden SS	MK	MYW	5	SS
1964	Old Yarranlea SS	BS	GBN	5	SS
1271	Orion SS	CQ	FCW	5	SS
0074	Osborne SS	TE	NOQ	5	SS
0988	Palmerston East SS	TL	FNQ	5	SS
1486	Patrick Estate SS	MW	MTN	5	SS
1385	Peek-A-Doo SS	RM	DDS	5	SS

0467	Pentland SS	TE	NOQ	5	SS
0422	Pilton SS	TD	DDS	5	SS
1408	Pindi Pindi SS	MK	MYW	5	SS
0200	Pinkenba SS	BN	GBN	5	SS
1141	Pinnacle SS	MK	MYW	5	SS
0208	Port Curtis Road SS	CQ	FCW	5	SS
1704	Pozieres SS	WK	DDS	5	SS
0488	Prairie SS	CW	FCW	5	SS
0238	Prenzlau SS	MW	MTN	5	SS
1655	Prospect Creek SS	CT	FCW	5	SS
0029	Ramsay SS	TW	DDS	5	SS
0141	Ravenswood SS	TE	NOQ	5	SS
1406	Riverleigh SS	WW	WBB	5	SS
0582	Roadvale SS	ME	MTN	5	SS
1325	Rollingstone SS	TE	NOQ	5	SS
0613	Ropeley SS	TW	DDS	5	SS
0433	Rosevale SS	ME	MTN	5	SS
1977	Rossville SS	CA	FNQ	5	SS
0146	Ryeford SS	TD	DDS	5	SS
1007	Severnlea SS	WK	DDS	5	SS
1518	South Johnstone SS	TL	FNQ	5	SS
1931	Springbrook SS	GC	SOC	5	SS
0103	St Lawrence SS	MK	MYW	5	SS
1934	Stamford SS	CW	FCW	5	SS
0129	Stanwell SS	CQ	FCW	5	SS
0933	Stonehenge SS	CW	FCW	5	SS
1615	Talwood SS	WK	DDS	5	SS
0295	Tannymorel SS	WK	DDS	5	SS
0494	Teelba SS	TD	DDS	5	SS
0106	Tent Hill Lower SS	TW	DDS	5	SS
1278	Thallon SS	RM	DDS	5	SS
0409	Thargomindah SS	RM	DDS	5	SS
1360	The Gums SS	TD	DDS	5	SS
0579	Theebine SS	WS	WBB	5	SS
0245	Thornton SS	MW	MTN	5	SS
0803	Thulimbah SS	WK	DDS	5	SS
0864	Tingoorra SS	WW	WBB	5	SS
1777	Toobanna SS	TE	NOQ	5	SS
1118	Trebonne SS	TE	NOQ	5	SS
0420	Tresswell SS	CQ	FCW	5	SS
0879	Ubobo SS	CT	FCW	5	SS
1250	Upper Barron SS	TL	FNQ	5	SS
1501	Upper Brookfield SS	BC	GBN	5	SS
1755	Urandangi SS	MT	NOQ	5	SS
0844	Vale View SS	TW	DDS	5	SS
0403	Valkyrie SS	MK	MYW	5	SS
0760	Walkamin SS	TL	FNQ	5	SS
0458	Wallangarra SS	WK	DDS	5	SS
0386	Warra SS	TD	DDS	5	SS
1230	Warrill View SS	ME	MTN	5	SS
0855	Wellcamp SS	TW	DDS	5	SS
1244	Westmar SS	WK	DDS	5	SS
0119	Westwood SS	CQ	FCW	5	SS
0292	Windera SS	WW	WBB	5	SS
0461	Windorah SS	CW	FCW	5	SS
0603	Winfield SS	WN	WBB	5	SS
0881	Wolvi SS	WS	WBB	6	SS
1378	Woolooga SS	WS	WBB	5	SS
0947	Wooroolin SS	WW	WBB	5	SS
0802	Wyandra SS	RM	DDS	5	SS
1896	Wycombe SS	RM	DDS	5	SS
0524	Wyreema SS	TW	DDS	5	SS

1634	Yandaran SS	WN	WBB	5	SS
1683	Yaraka SS	CW	FCW	5	SS
1098	Yarwun SS	CT	FCW	5	SS
1346	Yelarbon SS	WK	DDS	5	SS
1581	Yowah SS	RM	DDS	5	SS
0372	Yuleba SS	RM	DDS	5	SS

SCHEDULE 3

TEACHER AIDE INDICATIVE ALLOCATION LOOKUP TABLES

Primary Schools - Teacher-aide Indicative Allocation Lookup Table

Enrolments	Hours per week	Enrolments	Hours per week	Enrolments	Hours per week
	2	267-286	66	897-915	130
2	4	287-305	68	916-935	132
3	6	306-325	70	936-955	134
4	8	326-345	72	956-975	136
5	10	346-364	74	976-994	138
6	12	365-384	76	995-1014	140
7	14	385-404	78	1015-1034	142
8	16	405-423	80	1035-1053	144
9	18	424-443	82	1054-1073	146
10	20	444-463	84	1074-1093	148
11	22	464-482	86	1094-1112	150
12-13	24	483-502	88	1113-1132	152
14	26	503-522	90	1133-1152	154
15	28	523-541	92	1153-1171	156
16-17	30	542-561	94	1172-1191	158
18	32	562-581	96	1192-1211	160
19	34	582-601	98	1212-1230	162
20-25	36	602-620	100	1231-1250	164
26-31	38	621-640	102	1251-1270	166
32-37	40	641-660	104	1271-1289	168
38-49	42	661-679	106	1290-1309	170
50-69	44	680-699	108	1310-1329	172
70-89	46	700-719	110	1330-1349	174
90-108	48	720-738	112	1350-1368	176
109-128	50	739-758	114	1369-1388	178
129-148	52	759-778	116	1389-1408	180
149-167	54	779-797	118	1409-1427	182
168-187	56	798-817	120	1428-1447	184
188-207	58	818-837	122	1448-1467	186
208-227	60	838-856	124	1468-1486	188
228-246	62	857-876	126	1487-1500	190
247-266	64	877-896	128		

Secondary Schools - Teacher-aide Indicative Allocation Lookup Table

Enrolment s	Hours per week	Enrolments	Hours per week	Enrolments	Hours per week
1-3	40	581-603	124	1523-1544	208
4-9	42	604-625	126	1545-1566	210
10-16	44	626-648	128	1567-1588	212
17-23	46	649-671	130	1589-1611	214
24-29	48	672-693	132	1612-1633	216
30-36	50	694-716	134	1634-1655	218
37-43	52	717-739	136	1656-1677	220
44-49	54	740-761	138	1678-1699	222
50-56	56	762-784	140	1700-1722	224
57-63	58	785-807	142	1723-1744	226
64-69	60	808-829	144	1745-1766	228
70-76	62	830-852	146	1767-1788	230
77-83	64	853-875	148	1789-1811	232
84-89	66	876-897	150	1812-1833	234
90-96	68	898-920	152	1834-1855	236
97-103	70	921-943	154	1856-1877	238
104-109	72	944-965	156	1878-1899	240
110-116	74	966-988	158	1900-1922	242
117-123	76	989-1011	160	1923-1944	244
124-129	78	1012-1033	162	1945-1966	246
130-136	80	1034-1055	164	1967-1988	248
137-143	82	1056-1077	166	1989-2011	250
144-149	84	1078-1099	168	2012-2033	252
150-172	86	1100-1122	170	2034-2055	254
173-195	88	1123-1144	172	2056-2077	256
196-217	90	1145-1166	174	2078-2099	258
218-240	92	1167-1188	176	2100-2122	260
241-263	94	1189-1211	178	2123-2144	262
264-285	96	1212-1233	180	2145-2166	264
286-308	98	1234-1255	182	2167-2188	266
309-331	100	1256-1277	184	2189-2211	268
332-353	102	1278-1299	186	2212-2233	270
354-376	104	1300-1322	188	2234-2255	272
377-399	106	1323-1344	190	2256-2277	274
400-421	108	1345-1366	192	2278-2299	276
422-444	110	1367-1388	194	2300-2322	278
445-467	112	1389-1411	196	2323-2344	280
468-489	114	1412-1433	198	2345-2366	282
490-512	116	1434-1455	200	2367-2388	284
513-535	118	1456-1477	202	2389-2400	286
536-557	120	1478-1499	204		
558-580	122	1500-1522	206		

Teacher-aide hours are determined from the Day 8 enrolment collection and allocated annually.

Prep Year Teacher Aide Indicative Allocation Scale (base of 5 hours per group, maximum

Prep Year Enrolment	Teacher Aide hours per week	Prep Year Enrolment	Teacher Aide hours per week	Prep Year Enrolment	Teacher Aide hours per week	Prep Year Enrolment	Teacher Aide hours per week
0	0.0	66	40.5	132	81.0	198	119.0
1	5.0	67	41.0	133	81.5	199	119.5
2	5.0	68	41.5	134	82.0	200	120.0
3	5.0	69	42.0	135	82.5	201	125.0
4	5.0	70	42.5	136	83.0	202	125.0
5	5.0	71	43.0	137	83.5	203	125.0
6	5.5	72	43.5	138	84.0	204	125.0
7	6.0	73	44.0	139	84.5	205	125.0
8	6.5	74	44.5	140	85.0	206	125.5
9	7.0	75	45.0	141	85.5	207	126.0
10	7.5	76	50.0	142	86.0	208	126.5
11	8.0	77	50.0	143	86.5	209	127.0
12	8.5	78	50.0	144	87.0	210	127.5
13	9.0	79	50.0	145	87.5	211	128.0
14	9.5	80	50.0	146	88.0	212	128.5
15	10.0	81	50.5	147	88.5	213	129.0
16	10.5	82	51.0	148	89.0	214	129.5
17	11.0	83	51.5	149	89.5	215	130.0
18	11.5	84	52.0	150	90.0	216	130.5
19	12.0	85	52.5	151	95.0	217	131.0
20	12.5	86	53.0	152	95.0	218	131.5
21	13.0	87	53.5	153	95.0	219	132.0
22	13.5	88	54.0	154	95.0	220	132.5
23	14.0	89	54.5	155	95.0	221	133.0
24	14.5	90	55.0	156	95.5	222	133.5
25	15.0	91	55.5	157	96.0	223	134.0
26	20.0	92	56.0	158	96.5	224	134.5
27	20.0	93	56.5	159	97.0	225	135.0
28	20.0	94	57.0	160	97.5		
29	20.0	95	57.5	161	98.0		
30	20.0	96	58.0	162	98.5		
31	20.5	97	58.5	163	99.0		
32	21.0	98	59.0	164	99.5		
33	21.5	99	59.5	165	100.0		
34	22.0	100	60.0	166	100.5		
35	22.5	101	65.0	167	101.0		
36	23.0	102	65.0	168	101.5		
37	23.5	103	65.0	169	102.0		
38	24.0	104	65.0	170	102.5		
39	24.5	105	65.0	171	103.0		
40	25.0	106	65.5	172	103.5		
41	25.5	107	66.0	173	104.0		
42	26.0	108	66.5	174	104.5		
43	26.5	109	67.0	175	105.0		
44	27.0	110	67.5	176	110.0		
45	27.5	111	68.0	177	110.0		
46	28.0	112	68.5	178	110.0		
47	28.5	113	69.0	179	110.0		
48	29.0	114	69.5	180	110.0		
49	29.5	115	70.0	181	110.5		
50	30.0	116	70.5	182	111.0		
51	35.0	117	71.0	183	111.5		
52	35.0	118	71.5	184	112.0		
53	35.0	119	72.0	185	112.5		
54	35.0	120	72.5	186	113.0		
55	35.0	121	73.0	187	113.5		
56	35.5	122	73.5	188	114.0		
57	36.0	123	74.0	189	114.5		
58	36.5	124	74.5	190	115.0		
59	37.0	125	75.0	191	115.5		
60	37.5	126	80.0	192	116.0		
61	38.0	127	80.0	193	116.5		
62	38.5	128	80.0	194	117.0		

P-3 Teacher Aide Supplementation Scale*	
P-3 Teacher FTE	Teacher Aide hours per week
3.5	5.0
4.0	5.0
4.5	5.0
5.0	7.0
5.5	7.0
6.0	7.0
6.5	8.0
7.0	8.0
7.5	9.0
8.0	9.0
8.5	10.0
9.0	10.0
9.5	11.0
10.0	11.0
10.5	12.0
11.0	12.0
11.5	13.0
12.0	13.0
12.5	14.0
13.0	14.0
13.5	15.0
14.0	15.0
14.5	16.0
15.0	16.0
15.5	17.0
16.0	17.0
16.5	18.0
17.0	18.0
17.5	19.0
18.0	19.0
18.5	20.0
19.0	20.0
19.5	21.0
20.0	21.0
20.5	22.0
21.0	22.0
21.5	23.0
22.0	23.0
22.5	24.0
23.0	24.0
23.5	25.0
24.0	25.0
24.5	26.0
25.0	26.0
25.5	27.0
26.0	27.0
26.5	28.0
27.0	28.0
27.5	29.0
28.0	29.0
28.5	30.0
29.0	30.0
29.5	30.0
30.0	30.0
30.5	30.0
31.0	30.0
31.5	30.0
32.0	30.0
32.5	30.0

* Allocation to be weighted on the basis of agreed IRSED indexation

Teacher Aides' Leave Entitlements

Leave entitlements are summarised below. Details of teacher aides' particular entitlements are specified in the relevant source document and must be read in conjunction with the relevant instrument. **This schedule does not replace these instruments if there is a discrepancy.**

Leave Type	Summary	Authority Source
Annual Leave	Full-time teacher aides accumulate 12.667 hours of annual leave for each completed month of employment. Permanent part time teacher aides accumulate a proportionate amount. Teacher aides must take annual leave during the summer school vacation period.	<i>OPS Award*</i> <i>Recreation Leave Directive 2/11</i>
Bereavement Leave	Permanent and temporary teacher aides are entitled to at least 2 days bereavement leave on full pay in the event of the death a member of their immediate family or household.	<i>Bereavement Leave Directive 12/10</i>
Carer's Leave	Teacher aides' may use any amount of their sick leave to care and support members of their immediate family or members of their household when they are ill.	<i>Industrial Relations Act 1999</i> <i>Departmental Policy HRM-PR-007 Leave Entitlements for Employees</i>
Emergent/Compassionate Leave	Permanent and temporary teacher aides may additional ADO time to access leave for emergency or compassionate reasons.	This Certified Agreement
Industrial Relations Education Leave	Permanent and temporary teacher aides may be granted up to 5 days non-cumulative leave as provided within the agreement.	This Certified Agreement (clause 15)
Jury Service and Court Attendance	Permanent and temporary teacher aides are entitled to expenses and leave if subpoenaed to attend court as a witness or required to undertake jury service.	<i>Court Attendance and Jury Service Directive 13/10</i>
Leave for Study and Examination Purposes	Permanent and in certain circumstances temporary employees are eligible to apply for study and research assistance either on their initiative or that of the department.	<i>Departmental Policy HRM-PR-007 - Leave Entitlements for Employees</i> <i>Departmental Policy SDV-PR-001 - Employee Professional Development</i>
Long Service Leave	See <i>Long Service Leave Directive</i> .	<i>OPS Award and Industrial Relations Act 1999</i> <i>Long Service Leave Directive 13/08</i>
Parental Leave	Parental leave is Maternity Leave, Paternity Leave, Adoption Leave or Surrogacy Leave. All employees except short-term casuals may be eligible, subject to having at least 12 months continuous service.	<i>Paid Parental Leave Directive 26/10</i> <i>Industrial Relations Act 1999</i> <i>Family Leave Award – State 2004</i>
Purchased Leave	Purchased leave arrangements are adjusted to permit the purchase of 6 weeks leave in a 12 month period.	<i>Departmental Policy HRM-PR-003 – Purchased Leave</i>
Sick Leave	Full time teacher aides accrue 10 working days sick leave on full pay per year, or a proportionate amount for an incomplete year	<i>OPS Award</i> <i>Sick Leave Directive 19/05</i>
Special Sick leave.	If you are injured/become ill in the course of your work you may be granted upon application of special sick leave on full	<i>Sick Leave Directive 19/05</i>

	salary not charged against your accrued entitlements.	
Meritorious Sick Leave	You are able to apply for an additional 65 days paid sick leave after completing 26 years of meritorious service with no break in service greater than 12 months.	<i>Sick Leave Directive 19/05</i>
Paid Special Leave	Teacher aides may be granted special paid leave for a variety of purposes.	<i>Special Leave Directive 18/09</i>

GUIDELINES AND TERMS OF REFERENCE

Introduction

The *Department of Education and Training Teacher Aides' Certified Agreement 2008* provides for a consultative framework to be conducted through the following guiding principles:

- consultative mechanisms should ensure that, in addition to the parties to this agreement, there is employee involvement in the initiation, implementation and evaluation of proposals;
- appropriate processes should be in place to consult with employees who are affected by implementation of matters contained within this Agreement;
- consultative arrangements should be subject to review from time to time by the parties and improvements and changes to arrangements (agreed to by the parties) made as required to ensure consultative arrangements operate with maximum efficiency and effectiveness.

Terms of Reference

The TACC has an ongoing role in all areas to improve the efficiency and effectiveness of teacher aide employment practices and to monitor progress regarding the implementation of the Agreement, including:

- Consideration of workplace issues;
- Professional development and training;
- Occupational Health and Safety;
- Anti-discrimination legislation.

Composition

Membership of the TACC will comprise equal representation of DET and union nominees.

SCHEDULE 6

(a) LOCAL CONSULTATIVE COMMITTEES

- (1) Education Queensland acknowledges the role of Local Consultative Committees (LCCs) as a mechanism to facilitate workplace reform initiatives. Decisions of the LCC are to be made by consensus wherever possible.
- (2) Consultation should be consistent with the following broad principles to ensure effectiveness and equity:
 - (a) consultative mechanisms should ensure that, in addition to the parties to this agreement, there is teacher aide involvement in the initiation, implementation and evaluation productivity improvements proposals affecting them;
 - (b) appropriate processes should be in place to consult with teacher aides affected by proposed productivity items;
 - (c) consultative arrangements should encompass all the work areas in Education Queensland;
 - (d) the composition of consultative forums should take account of representation of target groups;
 - (e) consultative arrangements should be reviewed from time to time by the parties and improvements and changes to arrangements made as required and agreed, to ensure consultative arrangements operate with maximum efficiency and effectiveness.
- (3) It is recognised that cooperation and consultation in developing and implementing change initiatives will place obligations and responsibilities on principals, managers, union officials, delegates or their equivalent.
- (4) Membership of LCCs shall comprise equal representation of management and union nominees. The size of the committees is not prescribed but will usually be 8, that is 4 union and 4 management representatives providing that 2 union representatives be Queensland Teachers' Union members in school settings and Together in non-school settings.
- (5) The parties acknowledge that the processes of educational, professional, administrative and organisational change and workplace reform are broader than the specific matters detailed in this agreement.