

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Department of Education Teacher Aides' Certified Agreement 2018

Matter No. CB/2020/34

REPRINT OF CERTIFIED AGREEMENT AS VARIED

Certification of Reprint

Under s 952ZF of the *Industrial Relations Act 2016*, the Department of Education Teacher Aides' Certified Agreement 2018 is reprinted.

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By the Registrar

M. SHELLEY
Industrial Registrar

17 July 2020

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relation Act 2016 – s. 193

Department of Education

AND

United Voice, Industrial Union of Employees Queensland

DEPARTMENT OF EDUCATION TEACHER AIDES' CERTIFIED AGREEMENT 2018

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 2016* on INSERT DATE, between the Department of Education and the United Voice, Industrial Union of Employees, Queensland, witnesses that the Parties mutually agree as follows:

PART 1 - PRELIMINARY

1.1 General

(a) Particulars of current or previous certified agreements:

- (i) *Department of Education and Training Teacher Aides' Certified Agreement 2015* (CA11 of 2015).

(b) This Agreement replaces the agreement in clause 1.1(a) (i), above.

1.2 Title

This Agreement shall be known as the *Department of Education Teacher Aides' Certified Agreement 2018*.

1.3 Arrangement

Subject matter Clause No.

PART 1 – PRELIMINARY

General	1.1
Title	1.2
Arrangement	1.3
Application	1.4
No further claims	1.5
Issues, projects and reviews to be addressed	1.6
Date and period of operation	1.7
Renegotiation	1.8
Objectives of this agreement	1.9
Relationship to parent award	1.10
Posting of agreement	1.11
Definitions	1.12

PART 2 – CONSULTATION

Statement of intent – consultation	2.1
Specific provisions – consultation	2.2
Group consultation	2.3

Process of consultation	2.4
Outcome of consultation	2.5

PART 3 – CONDUCT AND DISPUTE RESOLUTION

Statement of intent – conduct	3.1
Equity considerations	3.2
Workplace bullying and harassment	3.3
Statement of intent – dispute and grievance resolution	3.4
Maintenance of the status quo	3.5
Dispute resolution procedure	3.6

PART 4 – MANAGEMENT OF HOURS

Statement of intent – management of hours	4.1
Commitments	4.2
Distribution of permanent Teacher Aide hours to schools	4.3
Written notification of permanent Teacher Aide hours	4.4
Allocation or adjustment of Teacher Aide hours at the school level	4.5
No conversion of permanent hours or replacement of permanent positions	4.6
Maintenance of individual Teacher Aide’s permanent hours	4.7
Workplace reform	4.8

PART 5 – REDUCTION OF HOURS

Reduction in a schools formal allocation of hours (i.e. day 8 enrolment-based hours)	5.1
Required transfer process	5.2
Reduction of other hours	5.3

PART 6 – MAXIMISATION OF HOURS

Statement of intent – maximisation of hours	6.1
Temporary funding sources	6.2
Provisions	6.3
Maximisation process	6.4

PART 7 – TRANSFER AND DEPLOYMENT

High compassionate transfer	7.1
Requested transfer	7.2
Deployment eligibility	7.3

PART 8 –RELIEF ARRANGEMENTS

Permanent Teacher Aide relief	8.1
Teacher Aide relief arrangements	8.2
No relief or school purchase relief	8.3
Centrally provided relief entitlements	8.4
Terms of engagement for Temporary or Casual replacement Teacher Aides	8.5

PART 9 – TEMPORARY EMPLOYMENT

Commitment to review Temporary and Casual Teacher Aide employment	9.1
Temporary hours to permanent conversion	9.2
Part-year temporary engagements	9.3
Engagement of a Casual or Temporary Teacher Aide to fill an absence of a permanent part-time	9.4

PART 10 – ACCUMULATED DAYS OFF (ADO) ARRANGEMENTS

Teacher Aide ADO arrangements	10.1
Management of debit ADO hours	10.2
Management of credit ADO hours	10.3
Long service leave and parental leave	10.4
Resignations	10.5
Conditions for accumulating ADO hours	10.6
Additional hours for school camps, excursions and functions	10.7
Workers’ compensation	10.8

Special leave without pay	10.9
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PART 11 – WAGES

Wage increases	11.1
Wages rates	11.2
Award maintenance	11.3
Award and Certified Agreement Wages	11.4
Salary packaging	11.5

PART 12 – ALLOWANCES

Special school and special education unit allowance	12.1
Laundry allowance and damaged clothing	12.2
Payment of toilet cleaning allowance	12.3
Payment of kilometric allowance	12.4
First Aid allowance	12.5
Supervision allowance for remote schools and virtual school settings	12.6
Communication allowance	12.7
Specialised health procedures	12.8

PART 13 – WORKFORCE MANAGEMENT

Multiple hire	13.1
Bus and playground duty	13.2
Professional development	13.3
Multi skilling	13.4
Behaviour management	13.5
First Aid training and duties	13.6
Use of traineeships	13.7
Work-life balance commitment	13.8
Progression to OO3	13.9
Progression to OO4	13.10
OO4 positions	13.11
Preserved OO4 arrangements	13.12
Blue Card	13.13

PART 14 – WORKPLACE HEALTH AND SAFETY AND WELLBEING

Statement of intent	14.1
Consultative mechanisms	14.2
Workplace, Health and Safety training	14.3
Workplace, Health and Safety programs and strategies	14.4
Hepatitis A and B vaccinations	14.5

PART 15 – COLLECTIVE INDUSTRIAL RELATIONS

Collective Industrial Relations	15.1
Employment security	15.2
Function of union workplace delegates	15.3
ILO conventions	15.4
Union encouragement.....	15.5
Protocol for school visits	15.6
Industrial relations education leave	15.7

SCHEDULE 1	ONE AND TWO CLASSROOM TEACHER CLASSROOM SCHOOLS
SCHEDULE 2	INDICATIVE ALLOCATIONS – PREP, PRIMARY AND SECONDARY
SCHEDULE 3	TEACHER AIDES’ LEAVE ENTITLEMENTS
SCHEDULE 4	TEACHER AIDE CONSULTATIVE COMMITTEE (TACC)
SCHEDULE 5	LOCAL CONSULTATIVE COMMITTEES (LCC)
SCHEDULE 6	OO4 TEACHER AIDE UNDERTAKING
SCHEDULE 7	UNION ENCOURAGEMENT POLICY

1.4 Application

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

1.5 No further claims

- (a) This Agreement is in full and final settlement of all Parties' claims for its duration.
- (b) It is a term of this Agreement that no Party will pursue any further claims relating to wages or conditions of employment whether dealt with in this Agreement or not, with the exception of the matters in clause 1.6(a) of this Agreement.
- (c) This Agreement covers all matters or claims that could otherwise be subject to protected industrial action, subject to any provision in this Agreement that specifically provides otherwise.
- (d) The Parties agree that the following changes may be made to a Teacher Aides rights and entitlements during the life of this Agreement:
 - (i) a general ruling or statement of policy issued by the QIRC that provides for conditions of employment that are not less favourable than current conditions; and
 - (ii) decisions, government policy, or directives made under either the *Public Service Act 2008* or *Industrial Relations Act 2016* that provide conditions of employment that are not less favourable than the Teacher Aides existing conditions.
 - (iii) any improvements in conditions that are determined on a whole-of-government basis that provide conditions that are not less favourable than current conditions; and
 - (iv) reclassifications.
- (e) 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 2016* will apply to all Parties involved.
- (f) Unless inconsistent with the terms of this Agreement, the entitlements of Teacher Aides 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.

1.6 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 any relevant state or federal industrial or funding initiatives, internal or external reviews or other projects as they arise.
- (b) In addressing the issues listed in clause 1.6(a), the Parties agree that:
 - (i) there will be no changes to wages, allowances and employment conditions for Teacher Aides as a result of addressing these issues; and
 - (ii) any funding required to implement outcomes will be dealt with through the standard departmental budget processes.

1.7 Date and period of operation

This Agreement will operate from the date of certification and operate administratively from 1 September 2018. The nominal expiry date shall be 31 August 2022.

1.8 Renegotiation

The Parties agree to commence negotiations 6 months prior to the nominal expiry date of this Agreement with a view to negotiating and settling a replacement agreement. As part of this process, the Union will provide its final log of claims at the commencement of negotiations. The Parties also agree to monitor the implementation of the Agreement through joint collaboration between the Department and the Union to identify issues suitable for negotiation in a replacement agreement.

1.9 Objectives of this agreement

- (a) 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. The Parties agree that consultation with Teacher Aides by school management is a feature of this Agreement.
- (b) Other objectives include the enhancement of educational services by:
 - (i) supporting the Department to achieve the best educational outcomes for all school students;
 - (ii) providing efficient and high quality services;
 - (iii) supporting initiatives in school-based planning, management and accountability frameworks;
 - (iv) implementing fair and equitable employment practices;
 - (v) developing more highly skilled Teacher Aides capable of achieving effective and efficient working arrangements and who are committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving;
 - (vi) providing certainty for Teacher Aides and the Department in relation to remuneration outcomes for the life of the Agreement;
 - (vii) providing mechanisms for achieving the aims of the Agreement;
 - (viii) providing a bargaining process that delivers industrial stability for the duration of the Agreement; and
 - (ix) providing an agreed dispute resolution process.

1.10 Relationship to parent Award

This Agreement shall be read and interpreted in conjunction with the *General Employees (Queensland Government Departments) and Other Employees Award - State 2015*. In the event of any inconsistency with the Award, the terms of Agreement will take precedence.

1.11 Posting of Agreement

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

1.12 Definitions

Accumulated Days Off (ADO) are arrangements that allow for a Teacher Aide to work and accumulate additional ADO hours each week (at ordinary wage rates) in order to access days off during school holiday periods when attendance at the education facility is not required.

Award means the *General Employees (Queensland Government Departments) and Other Employees Award - State 2015*.

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 Department and the Teacher Aide notwithstanding that a Teacher Aide may be employed on a regular and systematic basis for any period not exceeding 12 consecutive weeks. If the employment is to continue on a regular and systematic basis beyond the 12 weeks the Teacher Aide must be engaged on a temporary basis.

Consultation	involves 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	also referred to as “the Department”.
Educational Facility	any facility administered by the Department of Education.
Group Consultation	refer to clause 2.3 - Group Consultation.
Leave Entitlements	refer to Schedule 3 for a summary of leave entitlements.
LCC	means Local Consultative Committee (see also Schedule 5).
UV	means the United Voice, Industrial Union of Employees, Queensland (UV).
Mandatory Maximisation	means the process of increasing the hours of permanent Teacher Aides that are not subject to operational needs.
Maximisation of Hours	refer to Part 6 - Maximisation of Hours.
OO2	means Teacher Aide classification level 2
OO3	means Teacher Aide classification level 3
OO4	means Teacher Aide classification level 4
Ordinary Hours	means the regular weekly hours worked by a Teacher Aide under the Award and paid at the ordinary wage rate. Ordinary hours exclude ADO hours, except in relation to the Award provisions for meal breaks and rest pauses when ADO hours are considered ordinary hours.
Other Hours	means hours that are not allocated as part of the formal allocation process and may form part of the temporary to permanent conversion process. These hours are temporary in nature and are subject to fluctuations up and down dependent on funding.
Parties	means the Department of Education and the United Voice, Industrial Union of Employees, Queensland (UV).
Part-Time Teacher Aide	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 Hours	are hours that are allocated as part of the formal allocation process (i.e. the centrally administered staffing process, presently known as “Day 8”). Schedule 2 provides the indicative table of that allocation as of certification and include hours related to special needs.
Priority Learning Areas	means multiple Priority Learning Areas.
Pro Rata	means a proportional entitlement based upon the proportion of full-time hours worked by an employee at the time a pro rata entitlement becomes due.

QIRC	means the Queensland Industrial Relations Commission.
Requested Transfer	means a Teacher Aide who has requested to be transferred in accordance with Departmental policy.
Required Transfer	means a transfer to another school, either in whole or in part, in accordance with the provision of this Agreement regarding management of Teacher Aide hours.
Rostered Hours	means the regular weekly hours worked by a Teacher Aide. 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, special education development units, special education developmental centres or designated special education classes.
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 to 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.
TACC	means the Teacher Aide Consultative Committee.
Temporary Teacher Aide	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.
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 (UV).

PART 2 – CONSULTATION

2.1 Statement of intent – consultation

- (a) The Parties to this Agreement support consultation with Teacher Aides over matters that affect their work environment including hours of work and other job changes.
- (b) The intent of this provision is to ensure that consultation occurs with Teacher Aides regarding 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.

2.2 Specific provisions – consultation

- (a) 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:
 - (i) consultation with Teacher Aides at the school level over matters that affect their work environment as per Group Consultation clause 2.3;

- (ii) encouragement of Teacher Aides to be formally represented on LCC's as they currently operate within school and non-school workplaces as prescribed in Schedule 5 – Local Consultative Committees; and
- (iii) periodic meetings of the Department/UV Teacher Aide Consultative Committee as prescribed in Schedule 4 – Teacher Aide Consultative Committee.

2.3 Group consultation

- (a) As part of a Principal or delegate managing the allocation of Teacher Aide hours, consultation is the mandatory first step in the Principal or delegate's decision-making.
- (b) When considering the:
 - (i) allocation of additional permanent hours; or
 - (ii) reduction of permanent or temporary hours involving permanent Teacher Aides;

the Principal or delegate must consult with permanent Teacher Aides as a group, to discuss and advise on the distribution of hours.

- (c) The Principal or delegate is to:
 - (i) consult with all permanent and affected Teacher Aides (for example through proposing a time(s) to meet with the affected Teacher Aides as a group - when the majority of permanent Teacher Aides are rostered to work); and
 - (ii) through the consultation process, the Principal or delegate is to discuss the applicable processes (reduction or increase in hours) and consult on the possible outcome(s).
- (d) Where a meeting is convened Teacher Aides not rostered to work shall be extended an invitation to attend also, however the attendance of non-rostered Teacher Aides is voluntary and not considered as duty time.
- (e) Teacher Aides who are unable to attend the meeting(s) should be contacted and the Principal or delegate should take reasonable action to advise the Teacher Aides who are unable to attend the scheduled meeting(s) about the outcome and proposed resolution before it is implemented.

2.4 Process of consultation

- (a) The Principal or delegate is to consider the views of Teacher Aides when making decisions in a fair and reasonable way.
- (b) Group consultation per clause 2.3, should involve discussion about the change process (e.g. increase to allocation or decrease to allocation), advise on the proposed change and the effect it will have on Teacher Aide hours of employment. This should also include any relevant documentation or information about the change process.
- (c) As part of the consultation process, Teacher Aides shall be given reasonable opportunity to discuss any significant effect the change will have on the Teacher Aides' personal circumstances.
- (d) Teacher Aides must also take reasonable steps to advise the Principal or delegate as soon as possible of the Teacher Aide's views (personal circumstances) in relation to the proposed change(s).
- (e) Consultation is more than a mere exchange of information.
- (f) Effective consultation means the Teacher Aide(s) are contributing to the decision-making process, not only in appearance but also in fact.

2.5 Outcome of consultation

- (a) Once the Principal or delegate decides on the resolution after the process of consultation, the school must advise Teacher Aides of the decision(s) prior to implementation.
- (b) A school should be able to provide a written explanation of the outcome(s) of the relevant processes and provide a copy of that explanation to Teacher Aides at the school.

PART 3 – CONDUCT AND DISPUTE RESOLUTION

3.1 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 and Standard of Practice.

3.2 Equity considerations

- (a) The Parties are committed to the principles of equity and merit as contained within the *Public Service Act 2008* and the *Anti-Discrimination Act 1991* and will 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.

3.3 Workplace bullying and harassment

The Parties are committed to eliminating workplace bullying. 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 policies and relevant legislation, in particular the Code of Conduct for the Queensland Public Service and the Department's Standard of Practice.
- (c) Principals and Business Managers 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, confidentially and in accordance with relevant directives, procedures and guidelines.

3.4 Statement of intent – dispute and grievance resolution

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

- (i) resolve any disputes over matters in this Agreement by providing information, explanation, consultation, cooperation and negotiation;
- (ii) reduce the level of disputation and grievances;
- (iii) promote efficiency, effectiveness and equity in the workplace; and
- (iv) resolve disputes in the first instance at the school level wherever possible.

3.5 Maintenance of the status quo

While the dispute resolution 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.

3.6 Dispute resolution procedure

3.6.1 Stage 1 – resolution at the school level

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

3.6.2 Stage 2 – resolution at regional office

- (a) If the dispute remains unresolved, the Teacher Aide 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 Teacher Aide may exercise the right to consult or be represented by their Union representative during the course of Stage 2.
- (b) This process must not extend beyond 7 working days from the date that the matter is referred to the regional office.
- (c) For matters relating to the management of Teacher Aide hours, the above process will not extend beyond 5 working days.

3.6.3 Stage 3 – resolution at central office

3.6.3.1 Non Hours Management Matters

- (a) If the dispute is still unresolved, it may be referred to the State Secretary of the Union or nominee, if appropriate, and the Director-General of the Department or delegate, for resolution and appropriate action.
- (b) The referral will be made in writing and contain brief information outlining the matter giving rise to the grievance or dispute; outcome of stage 1 and 2 discussions and resolution sought by the Teacher Aide.
- (c) The Director-General will ensure that:

- (i) the aggrieved Teacher Aide or such Teacher Aide's Union representative, has the opportunity to present all aspects of the dispute; and
 - (ii) the dispute will be investigated in a thorough, fair and impartial manner.
- (d) The Director-General may appoint another person to investigate the dispute. The Director-General may consult with the Union in appointing an investigating officer. The appointed person will be other than the Teacher Aides supervisor or manager.
 - (e) If the matter is notified to the Union, the investigating officer will consult with the Union during the course of the investigation. The Director-General will advise the Teacher Aide initiating the dispute, such Teacher Aide's Union representative and any other employee directly concerned, of the determinations made as a result of the investigation of the dispute.
 - (f) The Director-General may delegate such Director-General's dispute resolution powers under this clause to a nominated representative.
 - (g) Where there is a recommendation made by consensus, the decision will be communicated to all parties to the grievance or dispute.
 - (h) Should either party not accept the decision, the matter may be referred to the QIRC.
 - (i) This process should not exceed 7 working days.

3.6.3.2 Management of Teacher Aide hours matters

- (a) If the dispute or grievance remains unresolved it will be referred to the Joint Department / UV Resolution Committee. In such cases the Teacher Aide may refer the matter to this Committee or the Principal or officer in charge may refer the matter to the Committee.
- (b) The joint Department and UV Resolution Committee consists of Employee Relations and Review and United Voice whose roles are to resolve issues relating to the management of Teacher Aide hours. The Committee, by consensus, will take all reasonable actions necessary to resolve relevant matters referred.
- (c) Referral should be made to the Director, Employee Relations for distribution to the relevant committee members as required by these procedures.
- (d) The referral to the Resolution Committee will be made in writing and contain brief information outlining the:
 - (i) Matter giving rise to the dispute;
 - (ii) Outcome of school level discussions; and
 - (iii) Resolution desired by the Teacher Aide(s).
- (e) There will be a formal meeting of the Resolution Committee. The Committee may seek further information from the aggrieved Teacher Aide and/or the Principal or officer in charge concerning aspects of the dispute.
- (f) Where the Resolution Committee reaches a decision, the decision will be communicated to all parties to the dispute.
- (g) Should either party not accept the decision of the Committee, the matter may be referred to the QIRC.
- (h) This process should not exceed 7 working days.

3.6.4 Stage 4 – resolution by the QIRC

If the dispute or grievance (in any of the above matters) is not settled, the matter may be referred to the QIRC

by the Teacher Aide, Department or Union, as appropriate, in accordance with the jurisdiction of the QIRC.

3.6.5 Sexual harassment and/or workplace bullying and harassment

- (a) Where the matter involves allegations of sexual harassment and/or workplace bullying and harassment, a Teacher Aide may commence the procedure in accordance with clause 3.6.3, Stage 3 – resolution at central office.
- (b) Teacher Aides are encouraged to raise the matter with a manager or seek advice from the Integrity and Assessment Unit.

PART 4 – MANAGEMENT OF HOURS

4.1 Statement of intent – management of hours

- (a) It is the intent of the management of the Teacher Aide hours provisions of this Agreement to provide fair and equitable processes that:
 - (i) provide existing permanent Teacher Aides with increased hours through maximisation, including mandatory maximisation;
 - (ii) facilitate a reduction in hours for existing permanent Teacher Aides where this becomes necessary;
 - (iii) include consultative arrangements in processes associated with the management of Teacher Aide hours;
 - (iv) provide a streamlined dispute resolution process for the management of Teacher Aide hours; and
 - (v) provide for required transfer(s) of a Teacher Aide in accordance with this provision.
- (b) Consultation is a mandatory process as part of the management of Teacher Aide hours.

4.2 Commitments

The Department is committed to maintaining individual Teacher Aides permanent hours for the remainder of their employment with the Department through the processes specified in Part 4 in order to retain Teacher Aides and avoid redundancy.

4.3 Distribution of permanent Teacher Aide hours to schools

- (a) Permanent Teacher Aide hours are determined through a formal allocation process. At present this is known as the Day 8 allocation process (the hours allocation process must at latest occur at the beginning of the school year).
- (b) The allocation of all hours for Teacher Aides is finalised following the formal allocation process (i.e. the Day 8 allocation process).
- (c) As part of forward planning, schools should endeavour to manage hours in advance of the formal allocation process (i.e. in the previous school year) to identify possible impacts on permanent hours.
- (d) Forward planning will ensure Teacher Aides understand possible future impacts to allocations.

4.4 Written notification of permanent Teacher Aide hours

- (a) Following the formal allocation process (i.e. at present Day 8) Teacher Aide hours are formalised, Teacher Aides shall receive written notification of their hours and the breakdown of the hours which are allocated.
- (b) Where permanent Teacher Aide hours or temporary hours alter in accordance with the provisions of this

Agreement, permanent Teacher Aides shall receive written notification confirming their revised hours and the breakdown of their allocation.

4.5 Allocation or adjustment of Teacher Aide hours at the school level

- (a) Where a Teacher Aide's ordinary weekly hours are to be allocated (new Teacher Aide) or adjusted (existing Teacher Aide), the adjustment shall be made in accordance with this Agreement. Adjustments made to permanent hours, shall be made in accordance with maintenance, reduction or maximisation.
- (b) The Principal or line manager will keep Teacher Aides informed, in writing, of their employment status and/or mix of hours if their hours change.

4.6 No conversion of permanent hours or replacement of permanent positions

- (a) Permanent hours must not be converted to Casual or Temporary hours.
- (b) The engagement of a Casual Teacher Aide shall not be used to permanently fill any full-time or part-time position.
- (c) Clauses 4.6(a) and 4.6(b) 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 Union. Prior to any changes in accordance with this clause, the Union shall be consulted and agreement obtained. Such agreement shall not be unreasonably withheld.
- (d) The Principal or delegate 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 delegate is in dispute, a Teacher Aide may lodge a dispute in accordance with the dispute resolution procedures of this Agreement.

4.7 Maintenance of individual Teacher Aide's permanent hours (where schools have a reduction in their formal allocated hours (i.e. Day 8 processes))

- (a) Through the use of transfer and/or multi-school work arrangements, the Department is committed to maintaining individual Teacher Aides' permanent hours for the remainder of their employment with the Department in order to retain experienced Teacher Aides and avoid redundancy.
- (b) In the event of a reduction in a school's allocation of permanent hours, 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 the allocated hours within 4 weeks, during which action to support employment security will be actively explored.

4.8 Workplace reform

- (a) The Union acknowledge 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:
 - (i) funds allocated to staff must be used for the employment of staff;
 - (ii) changes to staffing mix shall only occur in the event of a permanent vacancy;
 - (iii) 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 regional human resources practitioner;
 - (iv) Where the proposed changes may negatively impact on Teacher Aide hours the Union will be consulted; and
 - (v) As part of the workplace reform there will be school level consultation.

PART 5 – REDUCTION OF HOURS

5.1 Reduction in a school’s formal allocation of hours (i.e. day 8 enrolment-based hours)

- (a) In the event of a reduction in a school’s allocation of enrolment-based hours, a reduction process will apply as follows:
 - (i) mandatory group consultation in accordance with clause 2.3, with all permanent Teacher Aides;
 - (ii) voluntary reductions in permanent hours for genuine work-life balance reasons only;
 - (iii) voluntary transfer anywhere within the State where other hours are available (at no cost to the department);
 - (iv) reduction of Temporary and Casual hours;
 - (v) required transfer to be within 50 minutes from place of residence;
 - (vi) maintenance of permanent hours through the reallocation of Other Hours;
 - (vii) redundancy where Significant Change occurs (i.e. more than 50% of a Teacher Aides permanent hours).
- (b) 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 or home.
- (c) Should no Teacher Aide voluntarily reduce their hours for genuine work-life balance reasons or transfer within the State, the required transfer process as outlined in clause 5.2 will apply.

5.2 Required transfer process

- (a) The intent of these provisions is to minimise the impact on the Teacher Aide to be transferred.
- (b) Where a schools hours are reduced, the following steps are to be used in determining which Teacher Aide is required to transfer:
 - (i) consultation with all permanent Teacher Aides at the school with surplus hours;
 - (ii) identification of those Teacher Aides who reside within 50 minutes of the school who are identified as having available hours;
 - (iii) Removal from consideration of any Teacher Aide who provides evidence of extenuating compassionate circumstances that a transfer would be unreasonable;
 - (iv) Consideration of the requirements of a school with surplus hours and the school identified as having available hours;
 - (v) Identification of Teacher Aides with the shortest continuous service with the Department.

5.3 Reduction of Other Hours

- (a) Where changes in funding arrangements associated with Other Hours necessitates a reduction in 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:
 - (i) mandatory Group Consultation (as defined) with all permanent Teacher Aides at the school;
 - (ii) voluntary reductions in Other Hours;
 - (iii) voluntary transfer anywhere within the State where other hours are available (at no cost to the Department);
 - (iv) reduction of Temporary and Casual hours;

- (v) required transfer to be within 50 minutes; and
 - (vi) required reduction in Other Hours or redundancy where there is significant change.
- (b) 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);
 - (ii) operational factors require a specific reduction of hours; or
 - (iii) in other circumstances as agreed between the Parties.
- (c) Unless otherwise agreed, a reduction in hours will be equitably applied in accordance with clause 5.3(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).
- (d) 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.
- (e) Where the decision made by the Principal or delegate is in dispute a Teacher Aide may lodge a dispute in accordance with clause 3.6 of this Agreement.

PART 6 – MAXIMISATION OF HOURS

6.1 Statement of intent – maximisation of hours

- (a) The purpose of maximisation is to ensure Teacher Aides maintain their existing permanent hours and have the opportunity to increase their permanent hours for the remainder of their employment with the Department.
- (b) The intention is to:
- (i) provide for mandatory maximisation of Teacher Aide hours to existing permanent Teacher Aides when hours become available at the school level up to 6 hours per day or 30 hours per week (excluding ADO) and wherever possible consideration of maximisation beyond 6 hours a day;
 - (ii) provide maximum stability and security of employment for Teacher Aides in accordance with the Queensland Government's Employment Security Policy;
 - (iii) increase the hours of existing permanent Teacher Aides while taking into consideration the Priority Learning Areas ("PLA") of the school;
 - (iv) employ Teacher Aides regardless of funding source subject to the maximisation process;
 - (v) acknowledge that Teacher Aides may be rostered to perform a variety of tasks including but not restricted to:
 - (a) working within the classroom and other work such as preparation of resources including administration resources;
 - (b) liaising with teaching and school management staff; and
 - (c) 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 six hours in

any one school day where operational needs permit.

- (d) 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.

6.2 Temporary funding sources

- (a) A permanent Teacher Aide may be provided with the ability to increase their hours through temporary funding sources.
- (b) Where Temporary Hours are available, any decision to maximise the hours of existing Teacher Aides can only occur if the Teacher Aides understand and agree that, should those funding arrangements later cease, there will be a return to the previously existing hours.
- (c) Where a Teacher Aide does increase hours temporarily, the Teacher Aide must understand that this may fluctuate up and down depending on the funding.

6.3 Provisions

- (a) The Principal or delegate must consult with Teacher Aides as a group in accordance with clause 2.3.
- (b) Permanent Part-Time Teacher Aides are able to increase their hours through the maximisation process.
- (c) Where hours become available in special needs or prep areas, Teacher Aides may maximise provided the Teacher Aide is willing to work in those areas.
- (d) Where hours are subject to mandatory maximisation, they shall be distributed equitably to all permanent Teacher Aides unless otherwise advised by a Teacher Aide (i.e. a Teacher Aide may not wish to increase their hours).
- (e) If more than one Teacher Aide is able to increase hours, hours will be applied as equitably as possible (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 school and Teacher Aides.
- (f) Teacher Aides will be kept informed in writing of their employment status (permanent hours and other hours) if their hours are changed.
- (g) As part of the maximisation process where there is a dispute, a Teacher Aide may lodge a dispute in accordance with clause 3.6 of this Agreement.

6.4 Maximisation process

- (a) As part of the maximisation process, there is recognition that there are Priority Learning Areas (PLAs) (may be multiple). PLAs are there to ensure that educational outcomes may be achieved.
- (b) PLAs are to be determined through the school annual plan. The Principal identifies the PLAs and then consults with UV prior to the PLAs being set. This is to be finalised at latest the beginning of the school year, and it is expected that schools will consult and organise PLAs at the end of the previous school year.
- (c) The PLAs are then ultimately set just once at the beginning of a school year with no changes throughout the school year.
- (d) Whilst there is a recognition that PLAs are there to ensure that educational outcomes can be achieved, the PLAs are not to be used to restrict the following maximisation process from occurring.
- (e) This process is mandatory and must be conducted in accordance with these steps to provide for maximisation of hours for permanent Teacher Aides. This applies to any hours that are used to employ Teacher Aides. Mandatory maximisation of hours is not subject to consideration of operational needs.

- (i) Step 1

Mandatory group consultation in accordance with clause 2.3 with all permanent Teacher Aides.

(ii) Step 2

Mandatory consideration of surplus staff and required transferees.

(iii) Step 3

Mandatory maximisation in the following way:

- (a) consideration of the school's PLAs as follows: Maximising existing permanent teacher aides to the PLAs in an equitable manner – this is to apply to Teacher Aides whether they are, or are not, currently engaged in a PLA; and
- (b) remaining hours then must be used to maximise existing permanent Teacher Aides up to 6 hours per day / 30 hour per week. Note: this may require schools to adjust class timetabling / rescheduling to ensure TA/classroom ratio.

(iv) Step 4

Once steps 1 to 3 are fully exhausted, consider requested transfers before proceeding to open merit.

PART 7 – TRANSFER AND DEPLOYMENT

7.1 High compassionate transfer

(a) High compassionate transfer eligibility includes:

- (i) transfers for serious health and/or safety reasons supported by authoritative medical evidence that the Teacher Aide requires relocation;
- (ii) transfers for serious health and/or safety reasons supported by authoritative medical evidence their immediate family member requires relocation; or
- (iii) 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 delegate making a determination on such compassionate circumstances. The Principal or delegate will also consult with Human Resources. Other forms of compassionate transfers will be treated as requested transfers.

7.2 Requested transfer

Means a Teacher Aide who has requested to be transferred and is listed as a 'requested transferee' in accordance with departmental policy.

7.3 Deployment eligibility

- (a) A permanent Teacher Aide who loses a position at their current location will be considered for deployment. Those permanent Teacher Aides who lose 50% or more of their hours because of enrolment reductions or reductions of funding source may be considered for deployment.
- (b) Any Teacher Aide aggrieved by a decision on these matters may take action under the dispute resolution procedure in this Agreement.

PART 8 –RELIEF ARRANGEMENTS

8.1 Permanent Teacher Aide relief

- (a) It is recognised that absences less than 4 weeks are considered appropriate to employ a casual Teacher Aide to fulfil the Teacher Aide relief arrangements as provided below.
- (b) For absences greater than 4 weeks, prior to the engagement of a temporary or casual Teacher Aide, available Teacher Aide hours will be subject to the allocation of additional permanent hours / re-distribution of permanent Teacher Aide hours at clause 4.5.

8.2 Teacher Aide relief arrangements

Relief for Teacher Aides absent on leave is provided to ensure the effective delivery of education services or the welfare of students.

8.3 No relief or school purchase relief

- (a) Circumstances for which short-term relief is not centrally provided include:
 - (i) prior to an appointment being made to a new position created at an educational facility;
 - (ii) absences due to leave for ADO entitlements;
 - (iii) first two days in a school setting that is not preparatory year / special education program or facility / students with disabilities; and
 - (iv) first day in a school setting where there is only one Teacher Aide employed at that site.
- (b) In the above circumstances, schools are able to school purchase relief immediately if the school chooses, to ensure effective delivery of education services / welfare of students.

8.4 Centrally provided relief entitlements

8.4.1 School setting that is not preparatory year / special education program or facility with students with disabilities.

In general school settings (including schools with 2 or more Teacher Aides), where Teacher Aides are absent on unpaid leave and long service leave, total relief is provided on the third day of the Teacher Aides' absence.

8.4.2 School setting with only one Teacher Aide

In a one Teacher Aide school, total relief is provided on the second day of a Teacher Aides absence.

8.4.3 Preparatory year / special educational program or facility / students with disabilities

Where Teacher Aides are absent in a preparatory year, special education program / facility or working with students with disabilities, relief is provided immediately.

8.5 Terms of engagement for Temporary or Casual replacement Teacher Aides

- (a) Where a replacement Teacher Aide is employed either as a temporary or casual Teacher Aide, the type of engagement will depend on the length of the period of absence and the needs of the school:
 - (i) for absences of 4 weeks and less, replacements are appointed on a casual basis;
 - (ii) Casual employees are engaged by the hour, with the engagements terminable by either party without notice. A minimum engagement of two hours' apply as per the underpinning Award arrangements;
 - (iii) for absences of 4 to 12 weeks, replacement Teacher Aides/s can be appointed temporarily or casually;
 - (iv) for absences of more than 12 weeks, replacement Teacher Aide/s are to be appointed on a

temporary basis; and

- (v) for temporary engagements 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.

PART 9 – TEMPORARY EMPLOYMENT

9.1 Commitment to review Temporary and Casual Teacher Aide employment

- (a) As part of the Department's responsibility under the Temporary Employment Directive, as amended from time to time, the Department is committed to ensure that temporary and casual Teacher Aide employment is appropriate.
- (b) The Parties agree to consultation about the application of Ministerial Directives in relation to the Recruitment and Selection, as amended from time to time, and the application of the Temporary Employment Directive, as amended from time to time, which provides for the specific provisions for consideration of conversion of temporary employees to tenured status.
- (c) The Department is committed to a permanent workforce in line with Government policy and providing stability in employment.
- (d) The Department commits to ensure that there is a review of long term Temporary and Casual Teacher Aides with a view of ensuring the appropriate use of temporary / casual employment.
- (e) The Department commits to provide useful data by region to the TACC to inform the Department's obligation regarding the number of temporary and casual engagements.
- (f) For the purpose of Part 9 of this Agreement and as part of determining eligibility under the Temporary Employment Directive, Teacher Aides engaged for 35 school weeks within a 52 week period are considered to have worked one years' service towards eligibility for conversion to permanency.

9.2 Temporary hours to permanent conversion

- (a) Temporary and permanent Teacher Aides are entitled to have all 'Temporary Hours' considered for temporary to permanent conversion under the Temporary Employment Directive as amended from time to time.
- (b) These hours are still known as Other Hours and are subject to fluctuation.
- (c) Temporary Hours are defined as hours provided to schools, other than permanent hours (i.e. at present Day 8 enrolment-based hours and SEP hours), which may be allocated to either temporary or permanent Teacher Aides.
- (d) The Parties agree that Temporary Teacher Aides can be engaged to backfill a Teacher Aide who is on a form of approved leave. Permanent Teacher Aides who have been re-allocated Temporary Hours are entitled to have their Temporary Hours reviewed and considered for conversion to permanent status at level:
 - (i) once the Teacher Aide has completed 2 consecutive years' service in the same role at the school; and
 - (ii) in accordance with the other provisions of the Temporary Employment Directive as amended from time to time.

9.3 Part-year temporary engagements

- (a) 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 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) below.

- (b) Temporary Teacher Aides who are engaged in the role of Teacher Aide for a minimum of 2 consecutive years' service will have their service recognised for the purpose of eligibility for conversion to permanent status.

9.4 Engagement of a Casual or Temporary Teacher Aide to fill an absence of a permanent part-time Teacher Aide

- (a) It is recognised that absences less than 4 weeks are considered appropriate to employ a casual Teacher Aide to fulfil the Teacher Aide relief arrangements as provided below.
- (b) For absences greater than 4 weeks, prior to the engagement of a Temporary or Casual Teacher Aide, available Teacher Aide hours will be subject to the allocation of additional permanent hours / re- distribution of permanent Teacher Aide hours at clause 4.3, and:
 - (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 Aide/s is appointed on a casual basis or temporary basis for up to the ordinary hours of duty of the absent Teacher Aide.
 - (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 Teacher Aide.
- (c) Casual or Temporary Teacher Aides shall not be used to permanently fill any part-time permanent or full- time permanent position.

PART 10 – ACCUMULATED DAYS OFF (ADO) ARRANGEMENTS

10.1 Teacher Aide ADO arrangements

- (a) In order for Teacher Aides to receive pay during school holiday periods, a Teacher Aide must accumulate additional time during school terms.
- (b) Teacher Aides will still be required, as a condition of employment to use their annual leave entitlement during the summer vacation period.
- (c) The Principal (or delegate) and the Teacher Aides at the school must negotiate how time is to be accumulated throughout the school year. These arrangements shall operate on the basis of a twelve-month cycle, beginning on the first pupil-free day in January and ending the day before the following years first pupil-free day.
- (d) Temporary Teacher Aides engaged for periods of more than twelve weeks may accumulate ADO hours provided the Principal or delegate 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.
- (e) To assist with this process the Department has available, at present a timesheet that records the ADO agreement and calculates the ADO hours required for the year.
- (f) Teacher Aides will receive four days of Provisional ADO (pro-rata for part time Teacher Aides), i.e. four days of ADO hours they are not required to accumulate, to be applied over the Summer Vacation period in accordance with the annual ADO agreement. This is calculated as part of the Teacher Aide timesheet at present.
- (g) In addition, Teacher Aides will receive an entitlement to one day of Provisional ADO, to be applied during either the Autumn, Winter or Spring Vacation period. The application of this day of Provisional ADO will be agreed between the Principal or delegate and the Teacher Aide when entering the annual ADO agreement.
- (h) Additional ADO time may be accumulated where no professional development activities are scheduled

during the flexible Student Free Days during the Easter vacation period which is calculated as part of the present timesheet.

- (i) In remote schools where the school closes for an extra week over the summer vacation, an additional 5 days per annum ADO time must be accumulated and this is at present calculated in the timesheet.
- (j) 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.
- (k) Under no circumstances shall a Teacher Aide lose any accumulated ADO time. For all Teacher Aides, ADO arrangements and variations shall be formally recorded at the school level, and is incorporated in the current timesheet.
- (l) Where a Teacher Aide is willing and a Principal or delegate requires Teacher Aides to attend for duty on a day that would otherwise be accessed by ADO, the Teacher Aide will have all ADO credited for the time worked. Where the Teacher Aide 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, the ADO must be credited for the time worked.

10.2 Management of debit ADO hours

- (a) Where a Teacher Aide does not have sufficient ADO for the school holiday period, the Teacher Aide is able to go into debit ADO hours.
- (b) Teacher Aides may also 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.
- (c) 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.

10.3 Management of credit ADO hours

- (a) In most circumstances Teacher Aides should have a zero balance of ADO hours at the beginning of each twelve-month cycle.
- (b) Where Teacher Aides have ADO hours in surplus of those required for the twelve-month cycle, then the following procedure will apply:
 - (i) the Teacher Aide shall apply in writing to the Principal or delegate 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;
 - (ii) 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; and
 - (iii) where the above is not accessed, the Teacher Aide will not lose the excess ADO balance and it will carry over into the next school year ADO calculations.

10.4 Long service leave and parental leave

- (a) ADO days accumulated prior to a period of long service leave or parental leave and rostered to be taken during that leave, must be taken after the period of long service leave. The Teacher Aide and their supervisor must agree on the time when these ADO days may be taken.
- (b) Absence on long service or parental leave may result in a Teacher Aide 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 Teacher Aide to make up the additional hours or the Teacher Aide may apply for special leave without pay.

10.5 Resignations

- (a) On resignation, the Teacher Aide must avail themselves of any accumulated ADO hours prior to the resignation taking effect.
- (b) If the Teacher Aide 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.

10.6 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 or delegate;
 - (ii) working additional hours per day or on specified days. Consistent with their Award, Teacher Aides may work (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);
 - (iv) by mutual agreement, reporting for work on non-rostered days;
 - (v) where professional development training is directed to be undertaken outside normal rostered hours (including first aid training); and
 - (vi) ADO time is to be accumulated where Teacher Aides are required by the Principal or delegate 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.

10.7 Additional hours for school camps, excursions and functions

10.7.1 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.

10.7.2 Overnight camps

- (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.

10.7.3 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 a Teacher 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). The additional hours in excess of the normal rostered hours shall attract ADO credits.

10.8 Workers' compensation

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

10.9 Special leave without pay

Teacher Aides applying for extended periods of leave without pay must take all accrued ADO days prior to commencing leave.

PART 11 – WAGES

11.1 Wage increases

- (a) This Agreement provides for the following wage increases:
 - (i) 2.5% p.a. from 1 September 2018;
 - (ii) 2.5% p.a. from 1 September 2019;
 - (iii) 2.5% p.a. from 1 September 2021; and
 - (iv) 2.5% p.a. from 1 March 2022.
- (b) The Department must consider the current Public Sector Wages Policy (PSWP) before applying each wage increase pursuant to subsection 11.1(a) (ii) and (iii). Should PSWP be at a level greater than 2.5% per annum at the time of a scheduled wage increase, the greater percentage will apply to that wage increase.

11.2 Wage rates

Accordingly, the full time wage rates below shall apply to all (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.

Teacher Aide Rates 01/09/2018 (2.5% Increase)

Class	Paypoint	Hourly (\$)	Fortnightly (\$)	Annual (\$)	Casual (\$) (incl.
002	1	25.6447	1,949.00	50,848.00	31.5430
002	2	26.2632	1,996.00	52,074.00	32.3037
002	3	26.8816	2,043.00	53,300.00	33.0644
002	4	27.4737	2,088.00	54,474.00	33.7927
003	1	27.8421	2,116.00	55,205.00	34.2458
003	2	28.3026	2,151.00	56,118.00	34.8122
003	3	28.8026	2,189.00	57,109.00	35.4272
003	4	29.3158	2,228.00	58,127.00	36.0584
004	1	30.3947	2,310.00	60,266.00	37.3855
004	2	31.2895	2,378.00	62,040.00	38.4861
004	3	32.2500	2,451.00	63,945.00	39.6675
004	4	33.2368	2,526.00	65,902.00	40.8813

Teacher Aide Rates 01/09/2019 (2.5% Increase)

Class	Paypoint	Hourly (\$)	Fortnightly (\$)	Annual (\$)	Casual (\$) (incl.
002	1	26.2895	1,998.00	52,126.00	32.3361
002	2	26.9211	2,046.00	53,379.00	33.1130
002	3	27.5526	2,094.00	54,631.00	33.8897
002	4	28.1579	2,140.00	55,831.00	34.6342
003	1	28.5395	2,169.00	56,588.00	35.1036
003	2	29.0132	2,205.00	57,527.00	35.6862
003	3	29.5263	2,244.00	58,544.00	36.3173
003	4	30.0526	2,284.00	59,588.00	36.9647
004	1	31.1579	2,368.00	61,779.00	38.3242
004	2	32.0658	2,437.00	63,580.00	39.4409
004	3	33.0526	2,512.00	65,536.00	40.6547
004	4	34.0658	2,589.00	67,545.00	41.9009

Teacher Aide Rates 01/09/2021 (2.5% Increase)

Class	Paypoint	Hourly (\$)	Fortnightly (\$)	Annual (\$)	Casual (\$) (incl.
002	1	26.9474	2,048.00	53,431.00	33.1453
002	2	27.5921	2,097.00	54,709.00	33.9383
002	3	28.2368	2,146.00	55,988.00	34.7313
002	4	28.8684	2,194.00	57,240.00	35.5081
003	1	29.2500	2,223.00	57,997.00	35.9775
003	2	29.7368	2,260.00	58,962.00	36.5763
003	3	30.2632	2,300.00	60,005.00	37.2237
003	4	30.8026	2,341.00	61,075.00	37.8872
004	1	31.9342	2,427.00	63,319.00	39.2791
004	2	32.8684	2,498.00	65,171.00	40.4281
004	3	33.8816	2,575.00	67,180.00	41.6744
004	4	34.9211	2,654.00	69,241.00	42.9530

Teacher Aide Rates 01/03/2022 (2.5% Increase)

Class	Paypoint	Hourly (\$)	Fortnightly (\$)	Annual (\$)	Casual (\$) (incl.
002	1	27.6184	2,099.00	54,761.00	33.9706
002	2	28.2763	2,149.00	56,066.00	34.7798
002	3	28.9474	2,200.00	57,396.00	35.6053
002	4	29.5921	2,249.00	58,675.00	36.3983

003	1	29.9868	2,279.00	59,458.00	36.8838
003	2	30.4868	2,317.00	60,449.00	37.4988
003	3	31.0263	2,358.00	61,519.00	38.1623
003	4	31.5789	2,400.00	62,614.00	38.8420
004	1	32.7368	2,488.00	64,910.00	40.2663
004	2	33.6842	2,560.00	66,789.00	41.4316
004	3	34.7237	2,639.00	68,850.00	42.7102
004	4	35.7895	2,720.00	70,963.00	44.0211

11.3 Award maintenance

The employer will support and consent to applications made after the replacement of this Agreement to amend the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* to incorporate wage adjustments based upon the *Department of Education and Training Teacher Aides Certified Agreement 2011*.

11.4 Award and Certified Agreement wages

- (a) A State Wage Case does not increase the wages paid under a certified agreement.
- (b) However, where a State Wage Case has the effect that an award provides for wages, which are greater than a certified agreement that applies to the employees covered by the Award, the Award wages prevail.
- (c) It is a term of this agreement that no Teacher Aide will receive a rate of pay which is less than the corresponding rate of pay in the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*.

11.5 Salary packaging

Salary packaging is available for Teacher Aides covered by this Agreement.

PART 12 – ALLOWANCES

The following allowances are payable to all eligible Teacher Aides:

12.1 Special school and special education unit allowance

- (a) Teacher Aides who are attached to and work in Special Education facilities will be paid the following all-purpose allowance:
 - (i) \$49 per fortnight (no pro-rata).

12.2 Laundry allowance and damaged clothing

- (a) 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.
- (b) Where clothing needs to be replaced the replacement will be in accordance with existing DoE policy on the replacement of personal effects.

12.3 Payment of toilet cleaning allowance

- (a) Where it is necessary due to hygiene, health and safety reasons, Teacher Aides who are required to 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 \$1.97 (per day)) when it is necessary to perform such duties. Claims must be counter signed by a supporting staff member.

- (b) 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.

12.4 Payment of kilometric allowance

Payment will be in accordance with the Ministerial Directive relating to motor vehicle allowances.

12.5 First Aid allowance

Where Teacher Aides who are classified at level OO2 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 \$3.51 (per day)). This allowance will not be paid to Teacher Aides classified at levels OO3 and OO4.

12.6 Supervision allowance for remote schools and virtual school settings

12.6.1 Introduction

- (a) 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.
- (b) For the purposes of this Agreement, where the Department and the Union 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.

12.6.2 Remote and rural communities

- (a) This sub-clause shall have application to one and two teacher schools that are outlined in Schedule 1 of this Agreement, or other schools as may from time to time be agreed between the Department and UV. Because of the variable nature of enrolments (and staffing being based on enrolment) the schedule is only indicative and may vary during the life of this Agreement.
- (b) 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.
- (c) 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.
- (d) Unplanned short-term sick leave shall be included in this category.
- (e) 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.

12.6.3 Virtual School Setting

- (a) A Virtual School Setting is a mode of computer-mediated on-line education by which a teacher at one venue delivers, in real time, lessons to student or students at another venue or venues.
- (b) This sub-clause shall have application to all Virtual School Services operated by the Department.
- (c) 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.

- (d) 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.

12.6.4 Allowance amount

For the purposes of this clause a flat allowance of \$60 per day shall be paid regardless of hours worked in addition to all other entitlements.

12.7 Communication allowance

- (a) Teacher Aides required to perform interpretation of:

- (i) Languages other than English (LOTE);
- (ii) Braille; and
- (iii) 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.

12.8 Specialised health procedures

- (a) Teacher Aides who volunteer and perform the following specialised health procedures:

- (i) internal feeding (e.g. gastrostomy, nasogastric);
- (ii) urinary management (e.g. catheterisation, urostomy care);
- (iii) airway management (e.g. tracheostomy care, oral suctioning, oxygen therapy); and
- (iv) bowel management (e.g. colostomy/ileostomy care, MACE);

Shall be entitled to:

- (i) an allowance of \$50 per fortnight (no pro-rata);
- (ii) adequate training to perform these procedures; and
- (iii) reasonable time to perform these procedures.

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

PART 13 – WORKFORCE MANAGEMENT

13.1 Multiple hire

- (a) It is the intent of the multiple-hire 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.
- (b) 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 (this does not prevent Teacher Aides working overtime or ADO in addition to 76 hours).

- (c) 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.
- (d) Duties may be undertaken in a calling covered by the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*, or any other 38 hours per week award.
- (e) Where duties are undertaken in a calling covered by an award which prescribes less than 76 ordinary hours per fortnight, wages and leave will be determined in accordance with the relevant awards, Certified Agreements and departmental policies.

13.2 Bus and playground duty

- (a) Departmental *Factsheet: Bus and Playground duty – 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, Teachers and Teacher Aides, and required training. Supervision duties are to be clearly indicated to Teacher Aides after appropriate consultation.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) The policy of Crown acceptance of legal liability for actions of Crown employees is afforded to Teacher Aides performing these duties.

13.3 Professional development

13.3.1 Statement of intent – professional development and training

- (a) The Department is committed to supporting and encouraging Teacher Aides who undertake professional development particularly where such development relates to their current role.
- (b) 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.
- (c) 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.

13.3.2 Specific provisions

- (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:
 - (i) Teacher Aides 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 Teacher Aides will access this at a pro-rata rate. This two day entitlement may be inclusive of mandatory training if identified in the Teacher Aides professional development plan;
 - (ii) adequate travel time will be given for Teacher Aides in remote and isolated sites. Consideration will be given to delivering alternative modes of training; and
 - (iii) 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 and UV agree to joint Union and Departmental induction programs.
- (g) Information on the Developing Performance process and a range of suitable professional development and accredited training opportunities is available via the Developing Performance Framework website and the Learning 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 or delegate.

13.4 Multi skilling

13.4.1 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.

13.4.2 Specific provisions and processes

- (a) 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.
- (b) 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.
- (c) Where the decision made by the Principal or delegate is in dispute, the matter may be referred to the dispute settlement procedures contained within this Agreement.

13.5 Behaviour management

13.5.1 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.

13.5.2 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.

13.6 First Aid training and duties

13.6.1 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.

13.6.2 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 and OO4, will not be required to fund the cost of obtaining the First Aid certificate or the mandatory maintenance of 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 or the mandatory maintenance of 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 or the mandatory maintenance of subsequent updates.

13.6.3 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.

13.6.4 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.

13.7 Use of traineeships

The Parties acknowledge there may be school-based trainees.

13.8 Work-life balance commitment

- (a) 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 Teacher Aides to achieve work-life balance.
- (b) The Parties commit to cooperation in the implementation process to ensure consistency of best practice

work-life balance initiatives across the Department.

13.9 Progression to OO3

13.9.1 Criteria for progression

- (a) To progress to OO3, a Teacher Aide must satisfy the following criteria:
- (i) Employment with the Department as a permanent or temporary Teacher Aide at OO2 (paypoint 4) for at least 12 months;
 - (ii) Hold a Certificate III level qualification, equivalent or higher; and
 - (iii) Hold a current Senior First Aid certificate or equivalent.
- (b) The Department will recognise progression upon satisfaction of the above criteria in accordance with the existing custom and practice.

13.9.2 Notifications

- (a) The Department will notify permanent and Temporary Teacher Aides as follows:

Frequency:	Notifications to be sent to:
Once within one month of certification of this Agreement	Permanent and Temporary Teacher Aides at OO2 (paypoint 4) of their upcoming eligibility to progress to OO3 (paypoint 1)
On an ongoing annual basis	Permanent and Temporary Teacher Aides at OO2 (paypoint 3) of their upcoming eligibility to progress to OO3 (paypoint 1)
On an ongoing quarterly basis	Permanent and Temporary teacher aides at OO2 (paypoint 4) of their upcoming eligibility to progress to OO3 (paypoint 1). Individual Teacher Aides will receive a maximum of one notification per year

- (b) Such notifications will also advise of the ability to access Recognition of Prior Learning (RPL) arrangements.

13.9.3 Recognition of prior learning

- (a) Upon progression to OO2 (paypoint 4), Teacher Aides can access RPL arrangements. State Schools have an ongoing obligation to fund RPL for such Teacher Aides, if requested.
- (b) To be eligible to be funded through the RPL process, a Permanent or Temporary Teacher Aide must be at OO2 (paypoint 4). There is no requirement to wait twelve months at level OO2 (paypoint 4) before commencing the RPL process.
- (c) In order to facilitate access to these RPL arrangements the Department will amend the existing supply arrangements to incorporate a Certificate III in Education Support via Expression of Interest with Registered Training Organisations (RTO) within six months of certification of this Agreement. As part of this process, the Department will work with the providers on an RPL process that meets with the requirements of achieving the certificate but are not a disincentive to completing the process.

13.9.4 Reporting requirements

A statistical report regarding the number of Teacher Aides who have successfully progressed from OO2 (paypoint 4) to OO3 (paypoint 1) will be provided by region and discussed at each meeting of TACC with

processes agreed to address any issues with the application of this initiative.

13.10 Progression to OO4 Teacher Aide

Clause 13.10 does not come into effect until 1 September 2019.

13.10.1 Notifications

The Department will notify Teacher Aides at OO3 (paypoint 4) on an annual basis of the eligibility requirements for progression to OO4 (paypoint 1). Principals will also be notified.

13.10.2 Criteria and Process for Progression

(a) To progress to OO4 Teacher Aide, a Teacher Aide must satisfy the following criteria:

- (i) Employment with the Department as a permanent Teacher Aide at OO3 (paypoint 4) for at least 12 months;
- (ii) Hold a Certificate III level qualification, equivalent or higher;
- (iii) Hold a current Senior First Aid certificate or equivalent; and
- (iv) Sign an Undertaking committing to perform higher level duties as outlined in Schedule 6 to be incorporated into a Personal Action Plan.

(b) The process for OO4 Teacher Aide progression will include the following:

- (i) Following the provision of a signed Undertaking, a Principal (or delegate) and a Teacher Aide will work cooperatively to discuss and agree on a Personal Action Plan in accordance with Schedule 6. The actions identified in the Personal Action Plan will be consistent with the list of indicative duties contained in Schedule 6 and may include higher level duties they are already undertaking;
- (ii) The Personal Action Plan is to be discussed and agreed as soon as practicable but no later than four (4) weeks following satisfaction of the eligibility criteria in accordance with clause 13.10.2;
- (iii) The Personal Action Plan may be reviewed on an annual basis, if required;
- (iv) A Principal/delegate must ensure higher level duties are available for the Personal Action Plan;
- (v) Where higher level duties are unable to be identified, this will not impede Teacher Aides progressing to the OO4 classification, or incrementing thereafter; and
- (vi) An OO4 Teacher Aide shall increment within OO4 in accordance with the Award provided that the OO4 Teacher Aide continues to undertake higher level duties as discussed and agreed in the Personal Action Plan.

13.10.3 Reporting requirements

A statistical report regarding the number of Teacher Aides who have successfully progressed from OO3 (paypoint 4) to OO4 (paypoint 1) by region will be provided and discussed at each meeting of TACC with processes agreed to address any issues with the application of this initiative.

13.10.4 Maximisation provisions

- (a) The maximisation provisions at Part 6 of this Agreement will apply to all vacant OO4 hours except those which are attached to vacant OO4 Teacher Aide (Educational Interpreter – Auslan) and OO4 Teacher Aide (Language Model – Auslan) positions.
- (b) All permanent OO4 Teacher Aides will have the opportunity to increase their hours in accordance with the Maximisation of Hours provisions at Part 6 of this Agreement.

13.11 OO4 positions

- (a) Clauses 13.11(b) to (d) will cease to apply effective from 31 August 2019.

- (b) Where OO4 classification level Teacher Aide position/s have been established in the school, such hours and positions must be maintained consistent with the OO4 position description and work profile, unless otherwise agreed between the Parties to this Agreement. Application from the school can be made through to Regional Office for consultation with the Employee Relations function of the Department and the Teacher Aide Consultative Committee.
- (c) No existing position can cease to exist without consultation and agreement between the Department and UV.
- (d) Where hours in a school become vacant, these hours will be subject to the hours management arrangements as contained within this agreement to maintain DoE and UV's commitment to existing permanent OO4 positions across the state.

13.12 Preserved OO4 arrangements

13.12.1 Preserved OO4 positions

- (a) The Parties agree that from 1 September 2019:
 - (i) OO4 Teacher Aide (Educational Interpreter – Auslan) and OO4 Teacher Aide (Language Model – Auslan) positions will continue;
 - (ii) Other than OO4 Teacher Aide (Educational Interpreter – Auslan) and OO4 Teacher Aide (Language Model – Auslan), the OO4 classification can only be accessed via the OO4 progression arrangements at clause 13.10 of this Agreement; and
 - (iii) Selection and appointment to OO4 Teacher Aide (Educational Interpreter – Auslan) and OO4 Teacher Aide (Language Model – Auslan) positions will be in accordance with the Recruitment and Selection Directive, as amended from time to time, and there will be no requirement to satisfy the OO4 progression criteria in clause 13.10.

13.12.2 Preserved OO4 employees

- (a) Teacher Aides who are employed at the OO4 classification on 31 August 2019 will maintain their OO4 classification for the duration of their employment (Preserved Employees).
- (b) Preserved Employees will maintain their OO4 classification should they transfer to another school location during their employment.
- (c) Preserved Employees who transfer to another school location during their employment must sign a Personal Action Plan and Undertaking in accordance with Schedule 6 and clause 13.10.2.
- (d) Clause 13.12.2 (a) and (b) do not apply to OO4 Teacher Aide (Educational Interpreter – Auslan) and OO4 Teacher Aide (Language Model – Auslan) positions.

13.13 Blue Card

- (a) The Parties acknowledge that the *Working with Children (Risk Management and Screening) Act 2000*, provides that Teacher Aides must hold a current Blue Card to work in a school environment.
- (b) In accordance with this requirement, employees are required to pay their initial Blue Card application fee, however the Department will pay the ongoing renewal costs.

PART 14 – WORKPLACE HEALTH AND SAFETY AND WELLBEING

14.1 Statement of intent

The Parties to this Agreement are committed to achieving healthier and safer practices through workplace strategies and processes aimed at improving efficiency and productivity. This will be accomplished by a comprehensive approach consistent with the Department's Health and Safety, Wellbeing and Rehabilitation policies and procedures.

14.2 Consultative mechanisms

- (a) Consultative mechanisms to address workplace health, safety and wellbeing include:
- (i) encouraging Teacher Aides to be involved in the election of Health and Safety Representatives at their school to represent fellow workers on health and safety matters;
 - (ii) encouraging Teacher Aide representation on school Health and Safety Committees to monitor and implement health, safety and wellbeing policies and procedures pertinent to Teacher Aides; and
 - (iii) maintenance of consultative procedures to resolve health, safety and wellbeing issues, including the right to refuse to perform work if the refusal is based on a reasonable concern by the Teacher Aide about an imminent risk to their health or safety and the Teacher Aide 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 Teacher Aide to perform.

14.3 Workplace, Health & Safety training

- (a) The Parties are committed to effective training of elected Health and Safety Representatives.
- (b) Workplace training programs, including induction and on-the-job training, will 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.
- (c) Teacher Aides are expected to participate in all accessible programs offered and to undertake any competency components required by relevant training programs.

14.4 Workplace, Health & Safety 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 Teacher Aide awareness of potential risks and associated costs;
 - (iv) improve Teacher Aides' wellbeing as measured through reduced absences; and
 - (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 assessment of their workplace is performed on at least an annual basis. Assessments 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; and

- (iii) a representative from the Workplace Health and Safety Committee.
- (e) The assessment, any other checks and actions should consider:
 - (i) the extent of known hazards in each school or workplace; and
 - (ii) previous occupational health and safety performance.
- (f) 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.

14.5 Hepatitis A and B vaccinations

The Department will facilitate and pay the costs of Hepatitis A and B vaccinations for all Teacher Aides. Participation in vaccination programs is strongly recommended however it is recognised that participation is not mandatory.

PART 15 – COLLECTIVE INDUSTRIAL RELATIONS

15.1 Collective Industrial Relations

- (a) The Queensland Government acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the Department. The principle recognises the important role that unions play in the workplace. 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 2016* 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.

15.2 Employment security

- (a) The Department is committed to whole-of-government Employment Security Policy as part of the Government commitment to restoring fairness to its workforce.
- (b) The Department gives 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.
- (c) The Department will consult with UV on any issue that may affect the operation of this clause.

15.3 Function of union workplace delegates

- (a) The 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 or 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.

15.4 International Labour Organisation (ILO) conventions

The Department recognises its obligations under the *Industrial Relations Act 2016* to give effect to international labour standards including freedom of association, workers representatives, collective bargaining and equality of opportunity for all public sector workers.

15.5 Union encouragement

The Queensland Government has made a commitment to encourage union membership among its employees. As part of this commitment, the Department is supporting this policy by:

- (a) supporting constructive relations and consultation between management and unions and recognising the need to work collaboratively with unions and employees in an open accountable way;
- (b) recognising, accepting and supporting the constructive role elected union delegates undertake in the workplace in relation to union activities that support and assist members;
- (c) recognising the right of individuals to join a union and take steps to encourage that membership, such as ensuring that the Department provide all new starters with written advice about the government's commitment to union encouragement and how to access further information and union materials;
- (d) providing UV with data for new starters including Department, Award, Employee Name, Title, Classification, Job Type, Location, Floor (where available) and Work email address;
- (e) facilitating paid industrial relations leave for staff to obtain industrial relations knowledge (as per below); and
- (f) providing union access to members and other staff in the workplace for the purpose of discussing any union or employment related matter, providing that service delivery is not disrupted and work requirements are not duly affected.

15.6 Protocol for school visits

- (a) Union official/Principal are entitled to enter school during workplace business hours. Union officials must notify the Principal, Manager or the Manager's representative of their presence upon entering the School.
- (b) Union officials', Principal and staff must ensure that service delivery is not disrupted and work requirements are not unduly affected during Union entry.
- (c) 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.
- (d) 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 to discuss union activities. The Department will provide reasonable access to facilities and resources.

15.7 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 Union and the 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 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 a period of unpaid leave will be met.

Signatures:

Signed for and on behalf of the Department of Education:

Tony Cook
Director-General
Department of Education

Date: 16/5/19

In the presence of: Nick Seeley

Signed for and on behalf of the United Voice, Industrial Union of Employees, Queensland:

Gary Bullock
State Secretary
United Voice, Industrial Union of Employees, Queensland.

Date: 13/05/19

In the presence of: Evanna Beljak

SCHEDULE 1

2018 - One and Two Teacher Classroom Schools

School Code	School Name	Region	School Band	School Type
0591	Abercorn State School	Central Queensland Region	5	State School
1275	Abergowrie State School	North Queensland Region	5	State School
0598	Airville State School	North Queensland Region	5	State School
1963	Alexandra Bay State School	Far North Queensland Region	5	State School
0430	Alloway State School	North Coast Region	5	State School
1629	Amiens State School	Darling Downs South West Region	5	State School
1294	Applethorpe State School	Darling Downs South West Region	5	State School
0813	Arcadia Valley State School	Darling Downs South West Region	5	State School
0357	Augathella State School	Darling Downs South West Region	5	State School
0572	Avondale State School	North Coast Region	5	State School
0317	Back Plains State School	Darling Downs South West Region	5	State School
0906	Bajool State School	Central Queensland Region	5	State School
1164	Ballandean State School	Darling Downs South West Region	5	State School
0521	Banana State School	Central Queensland Region	5	State School
1730	Bartle Frere State School	Far North Queensland Region	5	State School
0387	Bauhinia State School	Central Queensland Region	5	State School
0966	Bauple State School	North Coast Region	5	State School
1019	Bedourie State School	Central Queensland Region	5	State School
0187	Begonia State School	Darling Downs South West Region	5	State School
1768	Bellenden Ker State School	Far North Queensland Region	5	State School
1631	Benarkin State School	Darling Downs South West Region	5	State School
1397	Binjour Plateau State School	Central Queensland Region	5	State School
1679	Birdsville State School	Central Queensland Region	5	State School
1173	Bloomfield River State School	Far North Queensland Region	6	State School
0981	Bloomsbury State School	Central Queensland Region	5	State School
0344	Bluff State School	Central Queensland Region	5	State School
0425	Bollon State School	Darling Downs South West Region	5	State School
1542	Booyal Central State School	North Coast Region	5	State School
0899	Bororen State School	Central Queensland Region	5	State School
0595	Boulia State School	North Queensland Region	6	State School
0815	Bowenville State School	Darling Downs South West Region	5	State School
1465	Boynewood State School	Central Queensland Region	5	State School
0466	Brandon State School	North Queensland Region	5	State School
0311	Brookstead State School	Darling Downs South West Region	5	State School
1035	Brooweena State School	North Coast Region	5	State School
1124	Builyan State School	Central Queensland Region	5	State School

0962	Bullyard State School	North Coast Region	5	State School
1508	Bungunya State School	Darling Downs South West Region	5	State School
0530	Burketown State School	North Queensland Region	5	State School
1129	Burra Burri State School	Darling Downs South West Region	5	State School
1427	Butchers Creek State School	Far North Queensland Region	5	State School
1318	Byfield State School	Central Queensland Region	5	State School
1047	Bymount East State School	Darling Downs South West Region	5	State School
0483	Cameron Downs State School	North Queensland Region	5	State School
0714	Camooweal State School	North Queensland Region	6	State School
1806	Carmila State School	Central Queensland Region	5	State School
0866	Chillagoe State School	Far North Queensland Region	5	State School
0171	Clare State School	North Queensland Region	5	State School
0606	Clarke Creek State School	Central Queensland Region	5	State School
1254	Cloyna State School	Darling Downs South West Region	5	State School
1225	Coalstoun Lakes State School	Central Queensland Region	5	State School
0173	Comet State School	Central Queensland Region	5	State School
0024	Condamine State School	Darling Downs South West Region	5	State School
0032	Coowonga State School	Central Queensland Region	5	State School
1084	Cooyar State School	Darling Downs South West Region	5	State School
1898	Coppabella State School	Central Queensland Region	5	State School
0399	Crawford State School	Darling Downs South West Region	5	State School
0165	Croydon State School	Far North Queensland Region	5	State School
0892	Dagun State School	North Coast Region	5	State School
1022	Daintree State School	Far North Queensland Region	5	State School
1670	Dajarra State School	North Queensland Region	6	State School
0950	Dallarnil State School	Central Queensland Region	5	State School
0318	Dalveen State School	Darling Downs South West Region	5	State School
0520	Darlington State School	South East Region	5	State School
0837	Depot Hill State School	Central Queensland Region	5	State School
0266	Dingo State School	Central Queensland Region	5	State School
0889	Drillham State School	Darling Downs South West Region	5	State School
0342	Duarina State School	Central Queensland Region	5	State School
1170	Dulacca State School	Darling Downs South West Region	5	State School
0934	Dunkeld State School	Darling Downs South West Region	5	State School
1667	Durong South State School	Darling Downs South West Region	5	State School
1758	El Arish State School	Far North Queensland Region	5	State School
0154	Emu Creek State School	Darling Downs South West Region	5	State School
1179	Eromanga State School	Darling Downs South West Region	5	State School
0310	Eton State School	Central Queensland Region	5	State School
0222	Eulo State School	Darling Downs South West Region	5	State School
1353	Eungella State School	Central Queensland Region	5	State School
1172	Farleigh State School	Central Queensland Region	5	State School
0810	Feluga State School	Far North Queensland Region	5	State School
1175	Finch Hatton State School	Central Queensland Region	5	State School
0489	Flagstone Creek State School	Darling Downs South West Region	5	State School
0845	Flying Fish Point State School	Far North Queensland Region	6	State School

1897	Forrest Beach State School	North Queensland Region	5	State School
0523	Forsayth State School	Far North Queensland Region	5	State School
0040	Freestone State School	Darling Downs South West Region	5	State School
1460	Gargett State School	Central Queensland Region	5	State School
0178	Georgetown State School	Far North Queensland Region	6	State School
0709	Gindie State School	Central Queensland Region	5	State School
1258	Giru State School	North Queensland Region	6	State School
0749	Givelda State School	North Coast Region	5	State School
0917	Glenmorgan State School	Darling Downs South West Region	5	State School
0552	Gogango State School	Central Queensland Region	5	State School
0939	Goodwood State School	North Coast Region	5	State School
1839	Goovigen State School	Central Queensland Region	5	State School
0145	Grandchester State School	Metropolitan Region	5	State School
0976	Greenmount State School	Darling Downs South West Region	5	State School
0334	Greenvale State School	North Queensland Region	5	State School
1056	Grosmont State School	Darling Downs South West Region	5	State School
1549	Guluguba State School	Darling Downs South West Region	5	State School
1391	Gumlu State School	North Queensland Region	5	State School
0058	Gunalda State School	North Coast Region	5	State School
0821	Gundiah State School	North Coast Region	5	State School
1329	Haden State School	Darling Downs South West Region	5	State School
0213	Halifax State School	North Queensland Region	5	State School
1849	Hannaford State School	Darling Downs South West Region	5	State School
1060	Hayman Island State School	North Queensland Region	5	State School
0954	Hebel State School	Darling Downs South West Region	5	State School
0541	Hillview State School	South East Region	5	State School
0470	Homebush State School	Central Queensland Region	5	State School
0241	Homestead State School	North Queensland Region	5	State School
0713	Ilfracombe State School	Central Queensland Region	5	State School
0519	Irvinebank State School	Far North Queensland Region	5	State School
0063	Isisford State School	Central Queensland Region	5	State School
1659	Jambin State School	Central Queensland Region	5	State School
0798	Jarvisfield State School	North Queensland Region	5	State School
0206	Jericho State School	Central Queensland Region	5	State School
1558	Jimbour State School	Darling Downs South West Region	5	State School
1809	Julatten State School	Far North Queensland Region	6	State School
1289	Julia Creek State School	North Queensland Region	6	State School
0910	Jundah State School	Central Queensland Region	5	State School
1187	Kaimkillenbun State School	Darling Downs South West Region	5	State School
1494	Kalamia State School	North Queensland Region	5	State School
1478	Kandanga State School	North Coast Region	5	State School
1145	Karara State School	Darling Downs South West Region	5	State School
0449	Karumba State School	North Queensland Region	6	State School
0868	Kennedy State School	Far North Queensland Region	5	State School
0710	Kentville State School	Darling Downs South West Region	5	State School
0670	Keppel Sands State School	Central Queensland Region	5	State School

0787	Kilcummin State School	Central Queensland Region	5	State School
0753	Kindon State School	Darling Downs South West Region	5	State School
0415	Kioma State School	Darling Downs South West Region	5	State School
1078	Kogan State School	Darling Downs South West Region	5	State School
1472	Kulpi State School	Darling Downs South West Region	5	State School
0202	Lakeland State School	Far North Queensland Region	5	State School
0583	Laura State School	Far North Queensland Region	5	State School
0068	Leyburn State School	Darling Downs South West Region	5	State School
0980	Linville State School	Darling Downs South West Region	5	State School
1119	Lochington State School	Central Queensland Region	5	State School
1140	Lowmead State School	North Coast Region	5	State School
0418	Lundavra State School	Darling Downs South West Region	5	State School
0383	Ma Ma Creek State School	Darling Downs South West Region	5	State School
0324	Macknade State School	North Queensland Region	5	State School
1214	Maidavale State School	North Queensland Region	5	State School
1584	Marlborough State School	Central Queensland Region	5	State School
1122	Marmor State School	Central Queensland Region	5	State School
0640	Maroon State School	South East Region	5	State School
1251	Maroondan State School	North Coast Region	5	State School
1389	Maryvale State School	Darling Downs South West Region	5	State School
1400	McDonnell Creek State School	Far North Queensland Region	5	State School
1394	McIlwraith State School	North Coast Region	5	State School
1473	Meandarra State School	Darling Downs South West Region	5	State School
1673	Mena Creek State School	Far North Queensland Region	5	State School
0867	Millaroo State School	North Queensland Region	5	State School
1120	Milman State School	Central Queensland Region	5	State School
1382	Mirriwinni State School	Far North Queensland Region	6	State School
1919	Mistake Creek State School	Central Queensland Region	5	State School
0701	Moffatdale State School	Darling Downs South West Region	5	State School
1513	Monogorilby State School	Darling Downs South West Region	5	State School
0511	Moonie State School	Darling Downs South West Region	5	State School
0525	Morven State School	Darling Downs South West Region	5	State School
1975	Mount Fox State School	North Queensland Region	5	State School
0944	Mount Garnet State School	Far North Queensland Region	6	State School
1109	Mount Molloy State School	Far North Queensland Region	5	State School
1511	Mount Murchison State School	Central Queensland Region	5	State School
0737	Mount Nebo State School	Metropolitan Region	5	State School
1531	Mount Surprise State School	Far North Queensland Region	5	State School
0464	Mount Sylvia State School	Darling Downs South West Region	5	State School
1111	Mount Tarampa State School	Metropolitan Region	5	State School
1037	Mount Tyson State School	Darling Downs South West Region	5	State School
0495	Mount Whitestone State School	Darling Downs South West Region	5	State School
1418	Mulgildie State School	Central Queensland Region	5	State School
0722	Mundoo State School	Far North Queensland Region	5	State School
0507	Mungallala State School	Darling Downs South West Region	5	State School
0217	Mungar State School	North Coast Region	5	State School

0076	Murphy's Creek State School	Darling Downs South West Region	5	State School
1030	Murray River Upper State School	Far North Queensland Region	6	State School
1177	Murray's Bridge State School	Darling Downs South West Region	5	State School
1317	Mutarnee State School	North Queensland Region	5	State School
0993	Mutchilba State School	Far North Queensland Region	5	State School
0152	Mutdapilly State School	South East Region	5	State School
0304	Muttaburra State School	Central Queensland Region	5	State School
1481	Nagoorin State School	Central Queensland Region	5	State School
0731	North Eton State School	Central Queensland Region	5	State School
0785	Numinbah Valley State School	South East Region	5	State School
1238	Oakenden State School	Central Queensland Region	5	State School
1271	Orion State School	Central Queensland Region	5	State School
0074	Osborne State School	North Queensland Region	5	State School
1486	Patrick Estate State School	Metropolitan Region	5	State School
0467	Pentland State School	North Queensland Region	5	State School
0422	Pilton State School	Darling Downs South West Region	5	State School
1408	Pindi Pindi State School	Central Queensland Region	5	State School
1141	Pinnacle State School	Central Queensland Region	5	State School
1704	Pozieres State School	Darling Downs South West Region	5	State School
0488	Prairie State School	North Queensland Region	5	State School
1655	Prospect Creek State School	Central Queensland Region	5	State School
0029	Ramsay State School	Darling Downs South West Region	5	State School
1332	Rathdowney State School	South East Region	5	State School
0141	Ravenswood State School	North Queensland Region	5	State School
1489	Ridgelands State School	Central Queensland Region	5	State School
0582	Roadvale State School	South East Region	5	State School
0454	Rocklea State School	Metropolitan Region	5	State School
0613	Ropeley State School	Darling Downs South West Region	5	State School
1977	Rossville State School	Far North Queensland Region	5	State School
0475	Scottville State School	North Queensland Region	6	State School
1518	South Johnstone State School	Far North Queensland Region	5	State School
1931	Springbrook State School	South East Region	5	State School
0103	St Lawrence State School	Central Queensland Region	5	State School
0129	Stanwell State School	Central Queensland Region	5	State School
0933	Stonehenge State School	Central Queensland Region	5	State School
1615	Talwood State School	Darling Downs South West Region	5	State School
1446	Tanduringie State School	Darling Downs South West Region	5	State School
0494	Teelba State School	Darling Downs South West Region	5	State School
1278	Thallon State School	Darling Downs South West Region	5	State School
0409	Thargomindah State School	Darling Downs South West Region	5	State School
1360	The Gums State School	Darling Downs South West Region	5	State School
1714	The Summit State School	Darling Downs South West Region	5	State School
0579	Theebine State School	North Coast Region	5	State School
0245	Thornton State School	Darling Downs South West Region	5	State School
0803	Thulimbah State School	Darling Downs South West Region	5	State School
0107	Tiaro State School	North Coast Region	5	State School

0864	Tingoorra State School	Darling Downs South West Region	5	State School
1777	Toobanna State School	North Queensland Region	5	State School
1118	Trebonne State School	North Queensland Region	5	State School
0879	Ubobo State School	Central Queensland Region	5	State School
1755	Urandangi State School	North Queensland Region	5	State School
0403	Valkyrie State School	Central Queensland Region	5	State School
0628	Victoria Plantation State School	North Queensland Region	6	State School
0760	Walkamin State School	Far North Queensland Region	5	State School
0386	Warra State School	Darling Downs South West Region	5	State School
1230	Warrill View State School	South East Region	5	State School
1159	Wartburg State School	North Coast Region	5	State School
1244	Westmar State School	Darling Downs South West Region	5	State School
0119	Westwood State School	Central Queensland Region	5	State School
1147	Wheatvale State School	Darling Downs South West Region	6	State School
0292	Windera State School	Darling Downs South West Region	5	State School
0461	Windorah State School	Central Queensland Region	5	State School
0881	Wolvi State School	North Coast Region	5	State School
0615	Woodstock State School	North Queensland Region	6	State School
1378	Woolooga State School	North Coast Region	5	State School
0947	Wooroolin State School	Darling Downs South West Region	5	State School
0919	Wowan State School	Central Queensland Region	5	State School
0802	Wyandra State School	Darling Downs South West Region	5	State School
1634	Yandaran State School	North Coast Region	5	State School
1098	Yarwun State School	Central Queensland Region	5	State School
1346	Yelarbon State School	Darling Downs South West Region	5	State School
0372	Yuleba State School	Darling Downs South West Region	5	State School

SCHEDULE 2

TEACHER AIDE INDICATIVE ALLOCATIONS

Primary Schools

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

Enrolments	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-	162	1945-1966	246
130-136	80	1034-	164	1967-1988	248
137-143	82	1056-	166	1989-2011	250
144-149	84	1078-	168	2012-2033	252
150-172	86	1100-	170	2034-2055	254
173-195	88	1123-	172	2056-2077	256
196-217	90	1145-	174	2078-2099	258
218-240	92	1167-	176	2100-2122	260
241-263	94	1189-	178	2123-2144	262
264-285	96	1212-	180	2145-2166	264
286-308	98	1234-	182	2167-2188	266
309-331	100	1256-	184	2189-2211	268
332-353	102	1278-	186	2212-2233	270
354-376	104	1300-	188	2234-2255	272
377-399	106	1323-	190	2256-2277	274
400-421	108	1345-	192	2278-2299	276
422-444	110	1367-	194	2300-2322	278
445-467	112	1389-	196	2323-2344	280
468-489	114	1412-	198	2345-2366	282
490-512	116	1434-	200	2367-2388	284
513-535	118	1456-	202	2389-2400	286
536-557	120	1478-	204		
558-580	122	1500-	206		

Teacher Aide allocations are presently determined by Day 8 enrolment collection.

Prep Year Teacher Aide							
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		

Prep to Year 3 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

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
63	39.0	129	80.0	195	117.5
64	39.5	130	80.0	196	118.0
65	40.0	131	80.5	197	118.5

SCHEDULE 3

Teacher Aides' Leave Entitlements

A summary of Teacher Aides leave 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	<p>Permanent and Temporary Teacher Aides may accumulate 4 weeks annual leave.</p> <p>Teacher Aides must take their annual leave during the first 4 weeks of the summer school vacation period.</p>	<p><i>Industrial Relations Act 2016 (Qld)</i> <i>General Employees (Queensland Government Departments) and other Employees Award – State 2015</i> <i>Directive 4/17 – Recreation Leave</i> <i>Directive 11/18 – Long Service Leave</i> <i>Circular 02/17 – Cashing Out Annual Leave</i> <i>Departmental Policy – Leave</i> <i>Departmental Procedure – Leave Entitlements for Employees</i></p>
Bereavement Leave	<p>Permanent and Temporary Teacher Aides are entitled to at least 2 days bereavement leave on full pay in the event of:</p> <p>(i) the death of a member of their immediate family or household; or (ii) the Teacher Aide, or the Teacher Aides spouse, is pregnant and the pregnancy ends other than by the birth or a living child.</p>	<p><i>Industrial Relations Act 2016 (Qld)</i> <i>General Employees (Queensland Government Departments) and other Employees Award – State 2015</i> <i>Directive 5/17 – Special Leave</i> <i>Departmental Procedure – Leave Entitlements for Employees</i></p>
Industrial Relations Education Leave	<p>Permanent and Temporary Teacher Aides may be granted up to 5 days non-cumulative leave as provided within the Agreement.</p>	<p><i>Teacher Aides' Certified Agreement (Clause 15.7)</i></p>
Jury Service and Court Attendance	<p>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.</p>	<p><i>Industrial Relations Act 2016 (Qld)</i> <i>Directive 13/14 – Court Attendance and Jury Service</i> <i>Department Policy – Leave</i></p>
Leave for Study and Examination Purposes	<p>Teacher Aides may be eligible to apply for study and research assistance in accordance with relevant industrial instruments.</p>	<p><i>Directive 9/18 – Study and Examination Leave</i> <i>Departmental Policy – Leave</i> <i>Departmental Procedure – Employee Professional Development including Study and Research Assistance Scheme (SARAS)</i></p>
Long Service Leave	<p>Teacher Aides who complete 10 years continuous service may be entitled to long service leave with pay.</p> <p>Teacher Aides who complete 7 years continuous service may be entitled to pro-rata long service leave.</p>	<p><i>General Employees (Queensland Government Departments) and other Employees Award – State 2015</i> <i>Directive 11/18 - Long Service Leave</i> <i>Departmental Procedure – Leave Entitlements for Employees</i></p>
Parental Leave	<p>Parental Leave includes Maternity Leave, Adoption Leave, Surrogacy or Spousal Leave.</p> <p>Eligible Teacher Aides may be entitled to:</p> <p>(i) Paid maternity, adoption leave or surrogacy leave of 14 weeks (ii) Spousal leave of 1 week (iii) Pre-natal, pre-adoption or pre-surrogacy leave up to a total of 38 hours</p>	<p><i>Industrial Relations Act 2016 (Qld)</i> <i>General Employees (Queensland Government Departments) and other Employees Award – State 2015</i> <i>Directive 17/18 – Paid Parental Leave</i> <i>Departmental Policy – Parental Leave</i> <i>Departmental Procedure – Leave Entitlements for Employees</i></p>

	(iv) 52 weeks of unpaid leave	
Purchased Leave	Eligible Teacher Aides may consider an application for purchased leave.	<i>Directive 05/17 – Special Leave</i> <i>Directive 15/18 – Leave without salary credited as Service</i> <i>PSC Guideline – Implementing purchased leave arrangements</i> <i>Departmental Policy – Purchased leave and Deferred Salary Scheme</i>
Sick Leave / Carers Leave	Permanent and Temporary Teacher Aides may accumulate 10days sick leave. Teacher Aides’ may use their sick leave to care for or support: (a) members of their immediate family or household: (i) when they are ill; or (ii) because an unexpected emergency arises in relation to the person; or (b) a person who has experienced domestic violence.	<i>Industrial Relations Act 2016 (Qld)</i> <i>General Employees (Queensland Government Departments) and other Employees Award – State 2015</i> <i>Directive 10/18 – Sick Leave</i> <i>Departmental Policy – Leave</i>
Special Leave	Teacher Aides may be granted, paid or unpaid special leave, based on an application for discretionary or non-discretionary leave.	<i>Directive 05/17 – Special Leave</i> <i>Departmental Policy – Leave</i>
Meritorious Sick Leave	Where a Teacher Aide has completed 26 years meritorious service (with no break in service greater than 12 months), an additional 13 weeks (65 working days) sick leave on full pay may be added to their sick leave account.	<i>Directive 10/18 – Sick Leave</i>
Cultural Leave	A Teacher Aide, who is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony, may take up to 5 days unpaid cultural leave in each year, if the Department agrees.	<i>Industrial Relations Act 2016 (Qld)</i> <i>Directive 05/17 – Special Leave</i>
Domestic and Family Violence Leave	Permanent and Temporary Teacher Aides are entitled to 10 days of domestic and family violence leave on full pay in a year if: (a) the Teacher Aide has experienced domestic violence; and (b) the Teacher Aide needs to take domestic and family violence leave as a result of the domestic violence. Long term casual Teacher Aides are entitled to 10 days of unpaid leave and short term casual Teacher Aide are entitled to 2 days of unpaid leave in a year if: (a) the Teacher Aide has experienced domestic violence; and (b) the Teacher Aide needs to take domestic and family violence leave as a result of the domestic violence.	<i>Industrial Relations Act 2016 (Qld)</i> <i>Directive 04/15 – Support for employees affected by domestic and family violence</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;
- Health, Safety and Wellbeing;
- Anti-discrimination legislation (including Indigenous Employment issues);
- Work-life balance;
- Temporary to permanent conversion and reviews ;
- Matters relating to OO4 position within schools;
- How management of Teacher Aide hours are being implemented across the state.

Reporting Requirements

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.

Reporting requirements exist in the following sections of this agreement:

- An obligation at section 9.1(e) of this agreement to report (by region) data in respect of temporary and permanent employment;
- An obligation at section 13.9.4 of this agreement to report (by region) data in respect of the number of Teacher Aides who progress from OO2 to OO3; and
- An obligation at section 13.10.3 of this agreement to report (by region) data in respect of the number of Teacher Aides who progress from OO3 to OO4.

Composition

Membership of the TACC shall comprise representation of DoE and UV nominees.

LOCAL CONSULTATIVE COMMITTEES

- (1) The Department 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 the Department;
 - (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) LCC shall meet at least once a term and on an ongoing basis as required.
- (5) 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 Queensland in non-school settings.
- (6) 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.

OO4 Teacher Aide Undertaking

Pursuant to clause 13.10 of this Agreement, as a OO4 Teacher Aide I commit to performing higher level duties in accordance with a Personal Action Plan that is consistent with the generic OO4 Teacher Aide role description.

The following list of indicative actions are provided to assist in the development of the Personal Action Plan, but are not intended to be an exhaustive list of actions that may be agreed for each criteria.

- Hold an elected position on a departmental and/or school committee, project board or taskforce.
- Responsibility for larger work groups or functions, field groups or district operations as directed by the Principal (or delegate).
- Disseminate information and host presentations at my school about departmental and/or school initiatives as directed by the Principal (or delegate).
- Manage school inventory and resources as directed by the Principal (or delegate).
- Deliver departmental inductions and mentor other staff members as directed by the Principal (or delegate).
- Provide frontline support to staff members in respect of departmental systems and practices.
- Develop training packages and other professional development activities as directed by the Principal (or delegate).
- Join a professional body and share my knowledge and expertise with the school community.
- Develop teaching and learning resources (or participate in a working group to develop such resources) as directed by the Principal (or delegate).
- Coordinate programs (e.g. wellbeing, youth pathways, homestay, choices not chances)
- Assist in the delivery of specialised learning programs (e.g. STEAM,STEM,REM)
- Assist the Principal (or delegate) by providing specialist insight into matters which require the Principal’s review or consideration.
- Coordinate promotional campaigns for school activities (e.g. school carnivals and showcases) as directed by the Principal (or delegate).

I understand that my role as a OO4 Teacher Aide can extend beyond the actions in the Personal Action Plan and that I may undertake other duties in accordance with the generic OO4 Teacher Aide role description.

(.....) (.....)
(Employee name) (Employee ID No.)

(.....) (.....)
(Employee signature) (Date DD/MM/YY)

Personal Action Plan

Using the indicative list of duties from the Undertaking identify at least one action against each criteria below. The actions can record higher level duties already being performed.

OO4 Teacher Aide Personal Action Plan	
Criterion 1: I will demonstrate high-level professional expertise to assist and support teachers in the preparation and delivery of effective teaching and learning programs, and behaviour management practices in accordance with the generic OO4 Teacher Aide role description in the following ways:	
Actions: Identify at least 1 action	
Criterion 2: I will demonstrate high-level expertise to contribute substantially to the school plan and/or priorities in accordance with the generic OO4 Teacher Aide role description, in the following ways:	
Actions: Identify at least 1 action	
Criterion 3: I will exercise high levels of initiative, independence and/or responsibility for work groups or functions in accordance with the generic OO4 Teacher Aide role description, in the following ways:	
Actions: Identify at least 1 action	

Criterion 4: I will engage positive communication and interpersonal skills to liaise and communicate with a diverse range of students, teacher aides, teachers and stakeholders, in the following ways:

Actions: Identify at least 1 action

As a OO4 Teacher Aide, in accordance with my undertaking I will perform higher level duties in accordance with this Personal Action Plan that are consistent with the generic OO4 Teacher Aide role description.

I understand that my role as a OO4 Teacher Aide can extend beyond the actions in the Personal Action Plan and that I may undertake other duties in accordance with the generic OO4 Teacher Aide role description.

Where higher level duties are unable to be identified, this will not impede my progression.

(.....) (.....)
(Employee name) (Employee ID No.)

(.....) (.....)
(Employee signature) (Date DD/MM/YY)

(.....)
(Principal name)

(.....) (.....)
(Principal signature) (Date DD/MM/YY)

Queensland Government Commitment to Union Encouragement

The Queensland Government has made a commitment to encourage union membership among its employees.

As part of this commitment the government will:

- Acknowledge union delegates and job representatives have a role to play within a workplace, including during the agreement making process. The existence of accredited union delegates and/or job representatives is to be encouraged. Accredited union delegates and/or job representatives shall not be unnecessarily hindered in the reasonable and responsible performance of their duties.
- Subject to relevant legislation, allow employees 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. Delegates will be provided reasonable access to facilities for the purpose of undertaking union activities.
- Encourage the establishment of joint union and employer consultative committees at a central and agency level.
- Promote reasonable and constructive industrial relations education leave in the form of paid time off to acquire knowledge and competencies in industrial relations.
- Provide an application for union membership and information on the relevant union(s) to all employees at the point of engagement and during induction.
- At the point of engagement, provide employees with a document indicating that the Agency encourages employees to join and maintain financial membership of an organisation of employees that has the right to represent their industrial interests.
- Subject to relevant privacy considerations, provide union(s) with details of new employees.

The active cooperation of all managers and supervisors is necessary to ensure that the government can honour this commitment.

Passive acceptance by agencies of membership recruitment activity by unions does not satisfy the government's commitment. Encouragement requires agencies to take a positive, supportive role, although ultimately it remains the responsibility of the unions themselves to conduct membership recruitment.

