

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s 193 – certification of an agreement

State of Queensland (Department of Education)

AND

United Workers' Union, Industrial Union of Employees, Queensland

(Matter No. CB/2023/47)

DEPARTMENT OF EDUCATION TEACHER AIDES' CERTIFIED AGREEMENT 2022

Certificate of Approval

On 31 May 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement:	DEPARTMENT OF EDUCATION TEACHER AIDES' CERTIFIED AGREEMENT 2022
Parties to the Agreement:	<ul style="list-style-type: none">• State of Queensland (Department of Education); and• United Workers' Union, Industrial Union of Employees, Queensland.
Operative Date:	31 May 2023
Nominal Expiry Date:	31 August 2025
Previous Agreement:	<i>Department of Education Teacher Aides' Certified Agreement 2018</i>
Termination Date of Previous Agreement:	31 May 2023

By the Commission

J.W. MERRELL
Deputy President

31 May 2023

Department of Education Teacher Aides' Certified Agreement 2022

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PART 1 PRELIMINARY

1.1 Title

This Agreement shall be known as the *Department of Education Teacher Aides' Certified Agreement 2022*.

1.2 Application

This Agreement shall apply to:

- (a) the Director-General of Education as Chief Executive of the Department of Education;
- (b) Teacher Aides employed by the Department engaged under the *General Employees (Queensland Government Departments) and Other Employees Award - State 2015*; and
- (c) United Workers' Union, Industrial Union of Employees, Queensland.

1.3 Date and period of operation

This Agreement shall operate from certification date and remain in force until 31 August 2025 (nominal expiry date). The parties have agreed that the terms of the Agreement will be given operative effect on and from 1 September 2022, unless otherwise specified in this Agreement.

1.4 Access to the Agreement

- (a) A copy of this Agreement shall be exhibited in a conspicuous and convenient place in all workplaces covered by this Agreement so as to be easily accessible by Teacher Aides. An electronic copy shall be available on the Department website.
- (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.

1.5 Relationship to Award

This Agreement operates in conjunction with the *General Employees (Queensland Government Departments) and Other Employees Award - State 2015*. In the event of any inconsistency with the Award, this Agreement will prevail to the extent of any inconsistency.

1.6 Definitions

For the purposes of this Agreement:

- (a) **Agreement** means the *Department of Education Teacher Aides' Certified Agreement 2022*.
- (b) **Award** means the *General Employees (Queensland Government Departments) and Other Employees Award - State 2015*, unless otherwise stipulated.
- (c) **Chief Executive** means the Director-General of the Department, or such other person who the Chief Executive has delegated specific authorities.
- (d) **casual employment** refer clause 5.4.
- (e) **Department** or **DoE** means the Department of Education.
- (f) **Directive** means a ruling, or part of a ruling, made under section 222 or section 223 of the *Public Sector Act 2022*, as amended from time to time.
- (g) **educational facility** means any facility administered by the Department.
- (h) **employee** or **employees** means a person or persons employed by the Department in accordance with the *Public Sector Act 2022* for whom rates of pay and conditions are provided in this Agreement.
- (i) **fixed term temporary employee** means a Teacher Aide employed by the Department on a temporary basis for a fixed term (not casual employment) as defined in section 149(2)(b) of the *Public Sector Act 2022*. A fixed term temporary employee may be engaged on a full-time or part-time basis.

- (j) **group consultation** refers to clause 2.3 - Group Consultation.
- (k) **LCC** means a Local Consultative Committee as set out in clause 2.4.
- (l) **leave entitlements** refer to Schedule 3 for a summary of leave entitlements.
- (m) **OO2** means Teacher Aide classification (Operational Officer) level 2.
- (n) **OO3** means Teacher Aide classification (Operational Officer) level 3.
- (o) **OO4** means Teacher Aide classification (Operational Officer) level 4. Unless stated otherwise, includes Teacher Aides employed as Auslan Language Model / Educational Interpreter and Braille.
- (p) **ordinary hours** mean the weekly hours worked by a Teacher Aide under the Award and paid at the ordinary wage rate. For the purposes of Part 9, ordinary hours exclude accumulated days off hours, except in relation to the Award provisions for meal breaks and rest pauses when accumulated days off hours are considered ordinary hours.
- (q) **parties** mean the parties listed in clause 1.2 (Application).
- (r) **priority learning areas** mean multiple Priority Learning Areas.
- (s) **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.
- (t) **QIRC** means the Queensland Industrial Relations Commission.
- (u) **RCC** means a Regional Consultative Committee as set out in clause 2.5.
- (v) **requested transfer** means a Teacher Aide who has requested to be transferred and is listed as a 'requested transferee' in accordance with Departmental policy.
- (w) **required transfer** means a transfer to another school, either in whole or in part, in accordance with clause 13.3 regarding management of Teacher Aide hours.
- (x) **rostered hours** mean the ordinary hours rostered to be worked by a Teacher Aide. From the *systems implementation date*, **rostered hours** mean the weekly (or daily) ordinary hours and the *specified weekly (or daily) hours* rostered to be worked by the Teacher Aide in accordance with clause 8.4, unless otherwise specified in this Agreement.
 - (i) For preserved employees subject to preserved arrangements (i.e. Option B in clause 8.5), **rostered hours** mean the employee's ordinary hours per week.
- (y) **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.
- (z) **specified weekly / daily hours** refers to the standard job model in Part 8 and mean the component (12.5%) of ordinary hours rostered each week (or day as applicable) during the school term with deferred payment to contribute to wages in school vacation periods.
- (aa) **standard job model** or **SJM** has the meaning set out in PART 8.
- (bb) **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.
- (cc) **systems implementation date** relates to the standard job model and has the meaning set out in clause 8.2.
- (dd) **TACC** means the Teacher Aide Consultative Committee as set out in clause 2.6.

- (ee) **Teacher Aide** means an employee employed in the Operational Officer classifications covered by this Agreement.
- (ff) **TOIL** means time off in lieu as set out in clause 8.6(c).
- (gg) **training** means any activity aimed at providing Teacher Aides with required new information or skills in relation to the performance of work.
- (hh) **transition period** relates to the standard job model and has the meaning set out in clause 9.1(b).
- (ii) **Union** or **UWU** means the United Workers' Union, Industrial Union of Employees, Queensland.

1.7 Objectives of the Agreement

In recognition of the valuable role Teacher Aides perform in supporting students to reach their potential and strive for excellence, the objectives of this Agreement are:

- (a) To provide employment arrangements that:
 - (i) support the introduction of a new model of employment (standard job model) for Teacher Aides that recognises the importance of the partnership required between Teachers and Teacher Aides;
 - (ii) provide for Teacher Aides to be employed under an optimal part-time arrangement (30 hours per week or 6 hours per day) called a 'standard job', where possible; and
 - (iii) replace accumulated day off arrangements with a simplified and standardised standard job model to provide for wages at ordinary hours during school vacation periods when Teacher Aides are not required to attend work.
- (b) To confirm that permanent employment is the preferred basis of employment and to conduct a focused review and conversion of non-permanent employment in accordance with *Directive 02/23 (Review of non-permanent employment)*.
- (c) To provide a framework for working collaboratively with UWU and encouraging proactive partnerships between UWU, UWU delegates, schools and the Department.
- (d) 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; and
 - (vii) providing mechanisms for achieving the aims of the Agreement.

1.8 Commitments of the Agreement

- (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.
 - (i) In addressing the issues listed in clause 1.8(a), the parties agree that:

- A. there will be no changes to wages, allowances and employment conditions for Teacher Aides as a result of addressing these issues; and
 - B. any funding required to implement outcomes will be dealt with through the standard departmental budget processes.
- (b) Review of state schools resourcing arrangements
- (i) The Department will undertake a comprehensive review of resourcing in schools, including methodologies, procedures and systems, to examine the appropriate resourcing arrangements to support schools to meet the needs of 21st Century education. The review will consider contemporary approaches to needs-based school resourcing across diverse systems, with an aim to ensure that arrangements into the future are simple, fair, transparent and predictable.
 - (ii) In relation to Teacher Aides this will be achieved by ensuring allocation of Teacher Aide resources are better aligned to:
 - industrial engagement arrangements of the standard job model; and
 - backfill and relief arrangements.
 - (iii) Subject to clause 1.8(b)(iii)A, the review is to be completed and presented to the Minister for Education by no later than 31 December 2024. It is anticipated that, subject to appropriate approvals by Government, outcomes of the review will inform negotiations for a future certified agreement.
 - A. The review of Teacher Aide resources will be completed and presented to the Minister for Education by November 2023 to enable budget input for the following year.
 - (iv) The parties acknowledge that school resourcing involves all areas/services of the Department and the review will therefore involve a number of stakeholders and unions.
 - (v) A governance and consultative committee will be developed for the review, UWU will have representation within this structure.
 - (vi) Any proposals or recommendations arising from the review that have costs or operational implications will be subject to the normal Department and / or Executive Government approvals.
- (c) The Department commits to the development of an education package to support this Agreement.
- (i) UWU will be consulted on the development of the education package.
 - (ii) The education package will focus on:
 - compliance requirements of this Agreement;
 - the consultation provisions and how to effectively consult, including the consultation principles;
 - the consultative committees, local, regional and state (i.e. TACC); and
 - the commitments to permanent employment, and seeking opportunity to create and maintain standard jobs.
 - (iii) The education package is intended for school-based administration, school leaders (who lead Teacher Aides), human resource professions and others, as identified.

1.9 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 UWU on any issue that may affect the operation of this clause.

1.10 Equity considerations

- (a) The parties acknowledge the public sector principles contained in the *Public Sector Act 2022* which provide, amongst other things, that employment in the Department should be guided by principles supporting equity, diversity, respect and inclusion at work.
- (b) The effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, that would contravene the *Anti-Discrimination Act 1991*.
- (c) 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.

1.11 Negotiations for replacement agreement

Negotiations to replace this Agreement will commence six months prior to the nominal expiry date of this Agreement. As part of this process, UWU will provide its final log of claims at the commencement of negotiations. The parties will collaboratively monitor the implementation of the Agreement to identify issues suitable for negotiation in a replacement agreement.

1.12 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 1.8(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.
 - (ii) Decisions, government policy, or Directives made under the *Public Sector Act 2022* 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.
 - (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 employees covered by this Agreement as contained in awards, agreements, ministerial directives or determinations made under the *Public Sector Act 2022* effective at the date this Agreement was certified shall not be reduced for the life of this Agreement.

PART 2 CONSULTATION

2.1 Consultation principles and requirements

- (a) Consultation will occur with Teacher Aides regarding matters that significantly impact on their work.
- (b) The parties agree that any significant changes to the operation or organisation of the Department which may affect the conditions, workload and/or work-life balance of employees covered by this Agreement shall be the subject of timely consultation between the parties.
- (c) The initiatives contained within this Agreement are to be implemented through an open and consultative process between the Department and the Union.
- (d) The Department and the Union are committed to involving employees and their Union representatives in the decision-making process that may affect the workplace. Employees are encouraged to participate in the consultative process by being allowed adequate time to understand, analyse, seek appropriate advice from the Union and respond to such information.
- (e) Consultation involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision-making process not only in appearance, but in fact.
- (f) The consultation process requires the exchange of timely information relevant to the issues at hand so that the parties have an actual and genuine opportunity to influence the outcome, before a final decision is made. Except where otherwise provided within this Agreement, the parties also recognise that the consultation process does not remove the rights of the Department to make the final decision in matters that may affect the workplace.
- (g) 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.
- (h) 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) Group consultation with Teacher Aides at the school level over matters that affect their work environment including changes to roster and other job changes.
 - (ii) Consultative committees, as follows:
 - A. Local Consultative Committee;
 - B. Regional Consultative Committee; and
 - C. Teacher Aides Consultative Committee.

2.2 Group consultation

- (a) As part of a Principal (or their delegate) managing the employment of Teacher Aides, consultation is the mandatory first step in the Principal's (or their delegate's) decision-making.
- (b) When considering the allocation of additional permanent hours; or reduction of permanent or temporary hours involving permanent Teacher Aides; the Principal (or their delegate) must consult with permanent Teacher Aides as a group, to discuss and advise on changes required.
- (c) The Principal (or their 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 their delegate) is to discuss the applicable processes and consult on the possible outcome(s).

- (iii) 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.
- (iv) Teacher Aides who are unable to attend the meeting(s) should be contacted and the Principal (or their 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.

2.3 Process of consultation

- (a) The Principal (or their delegate) is to consider the views of Teacher Aides when making decisions in a fair and reasonable way.
- (b) Group consultation per clause 2.2, should involve discussion about the change process, 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 their delegate) as soon as possible of the Teacher Aide's views (personal circumstances) in relation to the proposed change(s).
- (e) Effective consultation means the Teacher Aide(s) are contributing to the decision-making process, not only in appearance but also in fact.
- (f) Outcome of consultation
 - (i) Once the Principal or their delegate decides on the resolution after the process of consultation, the school must advise Teacher Aides of the decision(s) prior to implementation.
 - (ii) A school will 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.
- (g) The group consultation process set out under clause 2.2 does not apply to any proposed decision or the implementation of any decision which is made under Part 9 (Transition to standard job model) of this Agreement in relation to the options provided to an individual Teacher Aide to transition to the standard job model. The consultation process to be followed in those circumstances is as per the process set out in Part 9. (*Note: Part 9 ceases to operate from the systems implementation date.*)

2.4 Local Consultative Committee

- (a) The Department acknowledges the role of Local Consultative Committees as a mechanism to facilitate workplace reform initiatives. Decisions of the LCC are to be made by consensus wherever possible.
- (b) Consultation should be consistent with the following broad principles to ensure effectiveness and equity:
 - (i) consultative mechanisms should ensure that there is Teacher Aide involvement in the initiation, implementation and evaluation of productivity improvement proposals affecting them;
 - (ii) appropriate processes should be in place to consult with Teacher Aides affected by proposed productivity items;
 - (iii) consultative arrangements should encompass all the work areas in the Department;
 - (iv) the composition of consultative forums should take account of representation of the diversity target groups identified in the *Public Sector Act 2022*;
 - (v) 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.

- (c) 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.
- (d) LCCs shall meet at least once a term and on an ongoing basis as required.
- (e) Ensure LCC membership comprises of two UWU nominees, one Cleaner and one Teacher Aide with equal rights (vote). Other LCC members in relation to other employee groups not covered by this Agreement, are determined in accordance with the relevant industrial instrument. The total number of LCC members will not be prescribed, but shall comprise equal representation of management and union nominees.
- (f) 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.

2.5 Regional Consultative Committee

- (a) The Department commits to the introduction and establishment of Regional Consultative Committees (RCC).
- (b) The RCC is intended to oversee compliance of this Agreement at a regional level.
- (c) An RCC will operate to oversee and ensure consistent understanding and implementation of matters contained within the Agreement and will include a yearly report through to the TACC. The yearly report will be provided for tabling at the final TACC meeting of the year (i.e. Term 4 TACC meeting).
- (d) Where indicated, the RCC can refer matters (e.g. matters with Department-wide implications) to the TACC for consideration.
- (e) To support productive discussions on the implementation of the provisions in the Agreement, RCCs will be provided with a copy of the quarterly reporting to UWU on new starters and employment status report (as required in clause 2.7) relevant for the region.
- (f) The RCC's terms of reference are prescribed in Schedule 4.
- (g) Meetings will occur four times per year (i.e. one per school term) in each of the eight regions. In addition, an initial establishment meeting to be held in each region in the first year of the Agreement.
- (h) Membership of each RCC shall be agreed between the parties and comprise of equal representation of Department management and UWU nominees. Department representatives will be led by each Director (HR Business Partnering), or their delegate, and UWU will have representation of up to four UWU delegates and one UWU officer.
- (i) The Department will fund the release time / backfill of the Teacher Aide attending as a UWU delegate. Release time applies to only 32 Teacher Aides per year to facilitate each region having up to 4 UWU delegates at their RCC meetings (one meeting per school term, per region, plus the initial establishment meeting).
- (j) The RCC is not to replace other existing committees detailed in the Agreement and will not form part of the dispute resolution process.
- (k) As soon as practicable following the 12 month anniversary date of the establishment of RCC, the parties will review these consultative forums against the RCC Terms of Reference, set out in Schedule 4, and delivery of objectives/purpose as contemplated by the parties. Any subsequent changes to the RCC Terms of Reference will be by agreement between the parties.

2.6 Teacher Aide Consultative Committee

- (a) The Teacher Aides Consultative Committee (TACC) is the principle consultative body for UWU and the Department in relation to Teacher Aides.
- (b) 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.
- (c) Periodic meetings of the TACC as prescribed in Schedule 5.

- (d) The terms of reference, membership and reporting requirements are set out in Schedule 5.

2.7 Workforce reporting

The Department will provide quarterly reporting to UWU to support compliance and assist the parties working together on commitments in this Agreement. The reports are:

- (a) New starters report – employee name, job title, work email, work location, employment status (i.e. permanent, fixed term temporary, casual; full-time or part-time).
- (b) Employment status report – employee name, commencement date, job title, work email, work location, employment status (i.e. permanent, fixed term temporary, casual; full-time or part-time). The report will also highlight part-time employees employed to work 30 hours per week as per the *standard job model*.

PART 3 COLLECTIVE INDUSTRIAL RELATIONS AND UNION ENCOURAGEMENT

3.1 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 employees 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.

3.2 Function of union workplace delegates

- (a) The Government and Department acknowledge the constructive role union delegates undertake in the workplace in relation to union activities that support and assist members. The 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 relation to a member's employment.

3.3 Union encouragement

- (a) The Queensland Government has made a commitment to encourage union membership among its employees (refer Schedule 8). As part of this commitment, the Department is supporting this policy by:
- (i) 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;
- (ii) recognising, accepting and supporting the constructive role elected union delegates undertake in the workplace in relation to union activities that support and assist members;
- (iii) 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;

- (iv) providing new starter employee data to UWU as per clause 2.7;
 - (v) facilitating paid industrial relations leave for staff to obtain industrial relations knowledge (as per clause 3.5); and
 - (vi) 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.
- (b) New employee induction and Union
- (i) On commencement of employment, all permanent Teacher Aides will be entitled to a paid 30 minute induction with UWU representatives.
 - (ii) The Business Manager or line leader of the Teacher Aide will notify the local UWU delegate and the new Teacher Aide to coordinate the scheduling of the 30 minute meeting. As far as practicable, this is to occur within the first five days of the Teacher Aide commencing work.

3.4 Protocol for school visits

- (a) Union officials 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.

3.5 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 five working days (or the equivalent hours) paid time off (non-accumulative) per calendar year to attend industrial relations sessions, approved by the Chief Executive.
- (c) Additional leave, over and above the five 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 five working days (or the equivalent hours). Such leave will be subject to consultation between the Chief Executive and Union and the Teacher Aide.
- (d) The Department will support upon request and subject to approval by the Chief Executive, 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. The school and Department will make every effort to support applications for this leave, where suitable notice is provided so that alternative arrangements can be made to ensure release of Teacher Aides is supported. At the same time leave shall not be unreasonably refused.
- (f) At the discretion of the Chief Executive, Teacher Aides may be granted special leave without pay to undertake work with their Union. Such leave will be in accordance with the Directive on Special Leave in

relation to special leave without pay. 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.

3.6 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.

PART 4 DISPUTE RESOLUTION

4.1 Statement of intent

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

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

4.2 Maintenance of the status quo

While the dispute resolution process 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 process is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

4.3 Dispute resolution process

- (a) Stage 1 - resolution at the school level (2 working days)
 - (i) 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.
 - (ii) Discussions should take place between the Teacher Aide and their supervisor within 24 hours. This process should not exceed five 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).
 - (iii) For matters relating to the management of Teacher Aide hours, this process will not extend beyond two working days.
- (b) Stage 2 - resolution at regional office (5 working days)
 - (i) 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.
 - (ii) This process must not extend beyond seven working days from the date that the matter is referred to the regional office.
 - (iii) For matters relating to the management of Teacher Aide hours, the above process will not extend beyond five working days.

- (c) Stage 3 - resolution at central office (7 working days)
- (i) 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.
 - (ii) 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.
 - (iii) The Director-General will ensure that:
 - A. the aggrieved Teacher Aide or such Teacher Aide's Union representative, has the opportunity to present all aspects of the dispute; and the dispute will be investigated in a thorough, fair and impartial manner.
 - B. 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 Aide's supervisor or manager.
 - (iv) 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 Union representative and any other employee directly concerned, of the determinations made as a result of the investigation of the dispute.
 - (v) The Director-General may delegate such Director-General's dispute resolution powers under this clause to a nominated representative.
 - (vi) Where there is a recommendation made by consensus, the decision will be communicated to all parties to the grievance or dispute.
 - (vii) Should either party not accept the decision, the matter may be referred to the QIRC.
 - (viii) A stage 3 process should not exceed seven working days

(d) Stage 4 – resolution by the QIRC

If the dispute or grievance (in any of the above matters) is not resolved, it may be referred to the QIRC by the Teacher Aide, Department or Union, as appropriate, in accordance with the jurisdiction of the QIRC.

4.4 Matters involving conduct and inappropriate workplace behaviour

- (a) The Department is committed to eliminating unlawful discrimination, workplace bullying, sexual harassment and victimisation through modelling inclusive leadership, and promoting an inclusive and respectful workplace culture. The parties are committed to eliminating workplace bullying. In particular, the following responsibilities shall apply:
 - (i) The Department will:
 - A. take reasonable steps to prevent workplace bullying, harassment and violence from occurring in all workplaces;
 - B. respect employees' rights and the needs of individuals; and
 - C. provide employees with formal avenues of complaint and support.
 - (ii) Teacher Aides will:
 - A. treat others with respect and dignity;
 - B. refrain from behaviour that may constitute workplace bullying, harassment or violence; and

- C. 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.
- (iii) Principals and Business Managers will:
- A. model appropriate workplace behaviour;
 - B. monitor any incidences of inappropriate behaviour and take appropriate action to resolve grievances and complaints; and
 - C. deal with all complaints seriously, confidentially and in accordance with relevant Directives, procedures and guidelines.
- (b) Sexual harassment and/or workplace bullying and harassment
- (i) 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.
 - (ii) 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 4.3(c), Stage 3 – resolution at central office. Teacher Aides are encouraged to raise the matter with a manager or seek advice from the Integrity and Employee Relations Unit.

PART 5 EMPLOYMENT RELATIONSHIP

5.1 Types of employment

- (a) The *Public Sector Act 2022* provides for the circumstances in which a Teacher Aide may be employed.
- (b) Employment on a permanent basis is the default basis of employment for employees in the public service. Permanent and fixed term temporary employees can be employed on either a full-time or part-time basis.
- (c) The Department will work towards minimising casual and fixed term temporary employment where possible.

5.2 Full-time employment

A full-time employee is one who is engaged to work an average of 38 hours per week.

5.3 Part-time employment

- (a) A part-time employee is an employee who works an agreed number of regular hours less than 38 ordinary hours of work per week, and receives on a pro rata basis the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.

5.4 Casual employment

- (a) A casual Teacher Aide is an employee engaged to perform work of a type ordinarily performed by a Teacher Aide, if employment of a person on a permanent basis or as a fixed term temporary employee is not viable or appropriate.
- (b) Casual employees are engaged by the hour, with the engagements terminable by either party without notice. A minimum engagement of two hours applies as per the Award.
- (c) Casual employees are not to be employed on the *standard job model* rostered hours of work as set out in Part 8.

5.5 Fixed term temporary employment

For fixed term temporary employment, 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.

5.6 Circumstances where fixed term or casual employment can be considered

- (a) Only where permanent employment is not viable or appropriate, temporary employment for a fixed term or on a casual basis may be considered under limited circumstances. Examples of when temporary employment could be used is to fill a temporary absence or when the work is not ongoing.
- (b) Where a vacancy of two months or more exists, a temporary Teacher Aide will be engaged to fill the vacancy wherever possible in preference to casual employment.
- (c) Casual employment may be used for short-term temporary vacancies or to fill emergent leave for periods up to 12 weeks or a school term, whichever is the lesser.
- (d) Regular casual work can only be considered for periods no longer than a school term or up to 12 weeks, whichever is the lesser.
- (e) Engagement of an employee on a casual basis may only exceed 12 weeks if the casual engagement is being used to backfill an employee on workers compensation leave and the workers compensation leave period is extended beyond 12 weeks.
 - (i) To clarify, a casual engagement should not be used where it is known initially that the workers compensation leave period is more than 12 weeks.

5.7 Conversion of fixed term temporary or casual employment

- (a) The Department is committed to the review of fixed term temporary and casual employees to determine, in accordance with *Directive 02/23 (Review of non-permanent employment)*, if they can be converted to permanent employment.
- (b) The Department is committed to the active implementation of the Directive and legislative requirements to undertake reviews of employees' status and to seek opportunities to convert fixed term temporary and casual employees in accordance with the Directive.
- (c) In readiness for the implementation of the standard job model and transitioning as many Teacher Aides to 30 ordinary hours per week as possible (i.e. the optimal part-time arrangement), the Department is committed to proactively reviewing Teacher Aides' employment status.
- (d) For the purposes of clause 5.7(a) and as part of determining eligibility under *Directive 02/23*, Teacher Aides engaged for 35 school weeks within a 52 week period are considered to have worked one year's service towards eligibility for conversion to permanency.

PART 6 WAGE RATES

6.1 Wage increases

- (a) This Agreement provides for the payment of increases to wages as set out in Schedule 1.
- (b) The wage rates in Schedule 1 shall apply to full-time Teacher Aides with pro rata for part-time employees. Casual hourly rates are set out in Schedule 1.
- (c) The following wage increases are incorporated in the wages set out in Schedule 1:
 - (i) 4% on 1 September 2022;
 - (ii) 4% on 1 September 2023; and
 - (iii) 3% on 1 September 2024.

- (d) The first wage increase effective 1 September 2022 is to be applied to the last *Department of Education Teacher Aides' Certified Agreement 2018* or Award rate as at 1 September 2022, whichever is higher. Future wage increases will be applied to the Agreement rates stipulated for the prior year.
- (e) This Agreement provides for remuneration based on classification levels related to skills required to perform the role so that a female employee doing the same work as a male employee will receive equal remuneration. The classification structure and associated wage rates are contained within Schedule 1 of this Agreement.

6.2 Teacher Aide - Auslan Language Model / Educational Interpreter / Braille – new pay scale

- (a) A new pay scale will be implemented for employees who are employed as Teacher Aides – Auslan Language Model (ALM), Educational Interpreter (EI), Braille.
- (b) On the date of certification, eligible OO4 Teacher Aides will transition to the new pay scale at their corresponding pay point of the OO4 and eligible OO2 and OO3 Teacher Aides will transition to pay point 1 of the new pay scale with the applicable wage rate effective from 1 September 2022. Future wage increases (1 September 2023 and 1 September 2024) as per Schedule 1.
- (c) The transitional provisions and applicable new wage rates are set out below:

Classification / Pay point As at date of certification of the Agreement	<i>On date of certification of the Agreement employee transitions to</i>	OO4 – ALM/EI/Braille Pay point	Hourly (\$) Effective 01/09/2022
OO2 (any pay point)		1	38.56
OO3 (any pay point)		2	39.77
OO4 pay point 1		3	41.04
OO4 pay point 2		4	42.26
OO4 pay point 3			
OO4 pay point 4			

- (d) OO4 Teacher Aides transitioning to the new pay scale will retain their existing anniversary increment date. OO2 and OO3 Teacher Aides will have an amended incremental progression anniversary of the date of certification of the Agreement.
- (e) The Communication Allowance in clause 7.7 is not payable to employees engaged on the Teacher Aides – ALM, EI and Braille pay scale as the allowance has been absorbed into the new wage rates.

6.3 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*.
- (d) Provided that sufficient gap is retained between the current certified agreement wage rates and the intended new award wage rates, consistent with principles established by a full bench of the QIRC, the Government will agree to support the 'rolling up' of certified agreement wage rates into the relevant awards.

6.4 Cost of living adjustment (COLA) payment

(a) Definitions

The following definitions apply for the purposes of the Cost-of-Living Adjustments (COLA) Payments clause:

- (i) **agreement year** – means one of the three 12-month periods from 1 September in one year to 31 August in the following year that includes a calculation date.
- (ii) **base wages** – for an eligible employee, means the salary actually payable to the particular employee in the relevant agreement year for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc).
- (iii) **calculation date** – means, either:
 - 31 August 2023 (COLA Payment Year 1); or
 - 31 August 2024 (COLA Payment Year 2); or
 - 31 August 2025 (COLA Payment Year 3).
- (iv) **COLA payment percentage** – see clause 6.4(c)(ii).
- (v) **CPI** – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant agreement year, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.
- (vi) **eligible employee** – see clause 6.4(b).
- (vii) **Queensland government employee** – means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.
- (viii) **wage increase under the Agreement** – means the wage increase of either 4%, 4% or 3%, as specified in clause 6.1 of this Agreement, that occurs at the commencement of an agreement year.

(b) Eligibility

- (i) *Eligible employees* covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the *calculation dates*, for up to three years only, and ending for the calculation date of 31 August 2025.
- (ii) An employee is an *eligible employee* if they performed work under this Agreement during a relevant *agreement year* and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.
- (iii) In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 6.4(b)(ii), but they are not covered by this Agreement on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an *eligible employee* for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to payroll.alert@qed.qld.gov.au.

Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with

the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.

- (iv) An employee who starts being covered by this Agreement after a calculation date is not eligible for the associated COLA Payment.

Example – an employee starts being covered by the agreement on 17 September 2023. The employee is not eligible for COLA Payment Year 1.

- (v) An eligible employee who did not perform work under this Agreement for the full agreement year, will receive a pro rata COLA payment by reference to the base wages they received that was attributable to work under this Agreement.

Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.

Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.

Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.

- (vi) An eligible employee who is casual or part-time will receive a pro rata COLA payment based on the hours they worked in the relevant agreement year because of the definition of *base wages*.

Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.

- (vii) In addition to the other requirements of clause 6.4(b), casual employees are *eligible employees* provided they have performed work under this Agreement, or as a *Queensland government employee*, within the 12-week payroll period immediately prior to the relevant *calculation date*.

(c) Calculation and payments

Step one

- (i) A COLA Payment is only payable if, for the relevant agreement year, CPI exceeds the wage increase under the Agreement.

Step two

- (ii) The relevant COLA Payment is calculated by first determining the percentage difference between the *wage increase under the Agreement* and *CPI* for the relevant agreement year and each COLA Payment is capped at 3% (the 'COLA percentage').

Example one: For COLA Payment Year 3, the agreement year is 1 September 2024 to 31 August 2025. The wage increase under the Agreement is 3% on 1 September 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Example two: For COLA Payment Year 1, the agreement year is 1 September 2022 to 31 August 2023. The wage increase under the Agreement is 4% on 1 September 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference

between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

Step three

- (iii) To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *agreement year* are adjusted to determine what their *base wages* would have been if the *relevant wage increase under the Agreement* had not been applied for that *agreement year*. This is done by using the following formula to first determine the value of 'a':

$$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$$

Then the relevant employee's *base wages* are then multiplied by 'a', where 'a' is expressed as a percentage:

Example: The wage increase in the Agreement for that agreement year was 4% on 1 September 2022. The base wages payable to the relevant employee for the agreement year from 1 September 2022 to 31 August 2023 is \$55,000. The calculation occurs as follows:

- $a = 100 / (1 + 0.04)$
- $a = 96.1538$
- $\$55,000 \text{ adjusted by } 96.1538\% = \underline{\$52,884.59}$;

Step four

- (iv) The figure from clause 6.4(c)(iii) is then multiplied by the COLA Percentage calculated in clause 6.4(c)(ii) to determine the particular employee's COLA Payment for that *agreement year*.

Example: The COLA percentage is 3%.

- $\$52,884.59 \text{ multiplied by } 3\% = \underline{\$1586.54}$

- (v) COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

(d) Timing of information and payments

- (i) For *eligible employees* under clause 6.4(b)6.4(b), if payable, the relevant COLA Payment will be made within two months following the relevant *calculation date* and release of the *CPI*.
- (ii) For *eligible employees* under clause 6.4(b), if payable, the relevant COLA Payment will be made within two months of the employee providing the notice of their employment pursuant to clause 6.4(b)(iii).
- (iii) The Department will provide advice to the Union and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

6.5 Salary packaging

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

PART 7 ALLOWANCES

The following allowances are payable to all eligible Teacher Aides:

7.1 Educational support for students with disability allowance

- (a) Teacher Aides who are required to provide reasonable adjustments to students with disability at the substantial or extensive adjustment levels as defined by the Nationally Consistent Collection of Data on School Students with Disability (NCCD) will be paid an all-purpose allowance of \$49 per fortnight (no pro rata).
- (b) Eligibility is to be reviewed to ensure Teacher Aides are only provided the allowance when in roles that are eligible for the allowance as per clause 7.1(a).

- (c) It is noted that the extensive category in clause 7.1(a) includes extensive plus and that the allowance will continue to apply in special education facilities (e.g. special schools) as occurred under clause 12.1 of the *Department of Education Teacher Aides' Certified Agreement 2018*.

7.2 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 Department policy on the replacement of personal effects.

7.3 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 cleaning allowance (for explanatory purposes only, the Award rate at the time of making this Agreement is \$2.22 (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.

7.4 Kilometric allowance

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

7.5 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 Award rate at the time of making this Agreement is \$3.94 (per day)). This allowance will not be paid to Teacher Aides classified at levels OO3 and OO4 (includes OO4-ALM/EI/Braille).

7.6 Supervision allowance for remote schools and rural communities

- (a) Introduction
- (i) The parties agree that greater flexibility in the way learning occurs and in how education services are delivered in schools may enhance learning outcomes for students.
- (ii) For the purposes of this Agreement, where the Department and the 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, rural and regional communities.
- (b) Remote and rural communities
- (i) This sub-clause shall have application to one and two teacher schools that are outlined in Schedule 2 of this Agreement, or other schools as may from time to time be agreed between the Department and the Union. Because of the variable nature of enrolments, the Schedule is only indicative and may vary during the life of this Agreement.
- (ii) In circumstances where a teacher is absent from duty for up to and including three consecutive school days and no replacement teacher is immediately available, the Department may arrange for a Teacher Aide to supervise pre-set learning activities for the students.
- (iii) The intention of this sub-clause is to provide continuity to student learning where a teacher's absence is related to emergent or sudden circumstances. Unplanned short-term sick leave shall be included in this category.

- (iv) Although a Teacher Aide may not be directed to perform such duties, Teacher Aides will be given first preference to perform the duties where there is no local registered teacher available.
- (c) 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.

7.7 Communication allowance

- (a) Teacher Aides required to perform:
- (i) interpretation of languages other than English (LOTE) (for clarity, this includes Aboriginal peoples and Torres Strait Islander peoples employed under this Agreement where there is a requirement to interpret local languages); or
- (ii) braille or signing (e.g. Auslan) on an ad hoc basis (excludes Teacher Aides employed as Teacher Aides -ALM / EI / Braille as outlined in clause 6.2)
- will receive a communication allowance subject to meeting the following requirements:
- (iii) required by the Department to perform the interpretation; and
- (iv) hold qualifications recognised by the Department. In the case of Aboriginal and Torres Strait Islander language interpretation, recognition of peers, Elders or Local Community Authority.
- (b) Effective from 1 September 2022, the communication allowance will be paid weekly (no pro rata) and adjusted as set out in the table below:

Communication allowance		
Rate (per week) Effective 01/09/2022	Rate (per week) Effective 01/09/2023	Rate (per week) Effective 01/09/2024
\$11.40	\$11.90	\$12.30

7.8 Specialised health procedure

- (a) Teacher Aides who volunteer and perform the following specialised health procedures:
- internal feeding (e.g. gastrostomy, nasogastric);
 - urinary management (e.g. catheterisation, urostomy care);
 - airway management (e.g. tracheostomy care, oral suctioning, oxygen therapy);
 - bowel management (e.g. colostomy/ileostomy care, MACE); and
 - diabetes management (for students not self-managing);
- 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.

- (d) Should the Department amend its policy to include an additional specialised health procedure over the life of this Agreement and ask Teacher Aides to volunteer to undertake that procedure by attending training and signing an undertaking to perform it, that procedure will attract the allowance.

PART 8 STANDARD JOB MODEL

8.1 Purpose, objectives and framework

- (a) A key feature of this Agreement is the introduction of a new employment model for Teacher Aides referred to as the *standard job model*. The employment model engages Teacher Aides in a whole job framework rather than an hour by hour approach and provides for simplified and standardised arrangements.
- (b) The management of hours (includes maximisation of hours) and accumulated day off arrangements (including provisional days) that applied under the *Department of Education Teacher Aides' Certified Agreement 2018* are replaced by the whole job approach.
- (c) The objective under the new employment model is to employ Teacher Aides (including Teacher Aides-ALM/EI/Braille) on an optimal part-time arrangement called a *standard job*. A *standard job* consists of 33.75 hours per week worked each week of the school term, of which 30 hours will be paid and 3.75 hours deferred to be paid through school vacation periods. The *standard job model* is designed to lengthen the standard day to 6.75 hours per day. This is to enable Teacher Aide support for periods before and after school to support activities such as bus and playground duties and other preparation activities required to support student outcomes.

Note: The requirement to perform bus and playground duty is set out in clause 14.2.

- (d) The *standard job model* includes regularising the way hours are to be worked in order to provide a streamlined system of work during school terms to ensure ongoing wages throughout school vacation periods without the need for accumulated day off arrangements or make up time if absent on leave throughout the school year. (Refer clause 8.7 for payment of wages on school vacations)
- (e) This Agreement provides a framework to facilitate the employment of Teacher Aides (currently engaged on less than 30 hours per week) on the optimal part-time arrangement through systematic access to hours as they become available or vacancies arise. The system will actively prioritise shifting existing permanent Teacher Aides to the optimal part-time arrangement.
- (f) **Full-time employment** continues under the *standard job model* with the rostered hours comprising 42.75 hours per week, of which 38 hours will be paid and 4.75 hours deferred to be paid through school vacation periods, unless preserved arrangements apply to the Teacher Aide as per clause 8.5.
- (g) A *standard job* should be made up of five days comprising 6.75 rostered hours each day. However, where a Teacher Aide is not employed to work 30 hours per week (may be lesser or greater hours but less than 38 hours), a pro rata arrangement of the *standard job* is to be developed, known as a '*fractional standard job*'. *Fractional standard job* arrangements should be phased out where Teacher Aides can move to *standard jobs*.
- (h) There should be limited and specific reasons for the maintenance of *fractional standard jobs* beyond the second year of this Agreement.
- (i) The parties acknowledge and agree that the specified number of hours required to be worked each week (or day) above the ordinary hours during the 40 school term weeks in each calendar year are reasonable additional hours for the purposes of section 26 of the *Industrial Relations Act 2016*.
- (j) The *standard job model*, including the *fractional standard job*, is based on the total amount of hours required of a Teacher Aide per year to receive the payment of wages during school vacation periods and replaces former notions of provisional days and incorporates mandatory professional development days.

8.2 Systems implementation date and the standard job model

- (a) Identified elements of the *standard job model* will be operationalised from the date of certification of this Agreement in accordance with Part 9 (Transition to standard job model). Following certification, the Department will undertake the required updates to automate HR/payroll systems to support the efficient operation of the *standard job model*. The day the new updates take effect will be called the '*systems implementation date*'.

- (b) The *systems implementation date* will mark the date when the *standard job model* operates in accordance with Part 8 and the transitional provisions in Part 9 cease to apply (except for clause 9.3).
- (c) The parties acknowledge that the most advantageous and practical time to transition from an individual accumulated day off arrangement in Part 9 to the *standard job model* of rostered hours (that includes the offset for wages over school vacation periods) in Part 8 would be the beginning of a school term.
- (d) The Department is committed to taking all reasonable action to provide for a *systems implementation date* as at the start of Term 4 2023. However, the parties also acknowledge that the technology to support automation may not be able to be delivered prior to the start of Term 1 2024 (e.g. due to circumstances outside the Department's control). The Department will consult UWU should a revised *systems implementation date* be required.

8.3 Employment of Teacher Aides

From the *systems implementation date*, with the exception of casual employees, Teacher Aides will be employed on either a full-time or part-time basis in accordance with clause 8.4, or clause 8.5 (where applicable), and PART 8 will apply to their employment.

8.4 Hours of work

- (a) The rostered hours of duty each week (or day where employee engaged on less than five days per week) will comprise the Teacher Aide's ordinary weekly (or daily) hours of duty plus an additional 12.5% of hours at ordinary rates (the *specified weekly/daily hours*) with deferred payment. The *specified weekly/daily hours* offset wages paid during school vacations when the Teacher Aide is not required to attend the workplace. The rostered hours are worked over the 40 school term weeks in each calendar year. To clarify, the 12.5% is the agreed ordinary hours contribution for the payment of wages at the employee's ordinary hours per week in school vacations.
- (b) The rostered hours are to be worked on any day Monday to Friday, inclusive.
- (c) Minimum daily hours of engagement for part-time employees apply as per the Award.
- (d) Following consultation with employees, start and finishing times of Teacher Aides is determined by the Principal to suit the needs of the school and in accordance with the spread of ordinary hours in the Award. Teacher Aides will be provided with rosters reflecting their rostered hours, including start/finish times.
- (e) The *standard job* (and optimal part-time arrangement) is set out in Table 1:

Table 1

		Column A	Column B (Column A x 12.5%)	Column C (Column A + Column B = rostered hours per week)	Column D (Column C / 5 days = Standard Day)
	Total annual ordinary hours (excl. annual leave)	Weekly ordinary hours	Specified weekly hours (ordinary hours worked during school term required to offset wages maintenance over school vacation)	Rostered hours per school term week	Standard day (Comprises 6 hours + 0.75 specified daily hours to offset wages maintenance over school vacation)
Standard Job (optimal part-time)	1440	30 ordinary hours per week	3.75 hours (45 minutes /day)	33.75	6.75

- (f) Fractional standard job
- (i) In limited circumstances and for specific reasons, a Teacher Aide may work a fractional arrangement by agreement.
 - (ii) Fractional employees can work greater or fewer ordinary hours than the *standard job* (i.e. greater or fewer than 30 hours per week but less than 38 hours) and can be employed less than five days per week.
 - (iii) To determine a fractional arrangement the *specified weekly hours* must be a proportionate entitlement (set at 12.5%) based upon the Teacher Aide's ordinary hours. (*Note: this is the time required to offset wages paid during school vacations as per clause 8.1(j)*).
 - (iv) The fractional arrangement should be in equal proportion to the equivalent ratio of a *standard job*, unless exceptional circumstances exist.

Example: A Teacher Aide working 12 hours per week would be required and rostered to work an additional 1.5 hours per week (or 45 minutes each day where rostered 2 days per week) to offset payment of 12 hours per week during school vacation periods.

Example: A Teacher Aide working 24 hours per week would be required and rostered to work an additional 3 hours per week (45 minutes each day where rostered 4 days per week) to offset payment of 24 hours per week during school vacations.

Example (employee greater than 30 hours but less than 38 hours): A Teacher Aide working 35 hours per week would be required and rostered to work an additional 4.375 hours per week (52.5 minutes each day where rostered 5 days per week) to offset payment of 35 hours per week during school vacation periods.
- (g) General
- (i) No make-up time required: The *standard job model* does not require Teacher Aides to make-up *specified weekly hours* after a period of sick leave, long service leave, industrial relations education leave, special leave, other paid leave and public holidays. The payment of wages for the school vacation periods is in accordance with clause 8.7.
 - (ii) Timesheets tracking a Teacher Aide's accumulated day off planner will not be required following the *systems implementation date*. (*Note: The accumulated day off planner will be required during the transition period in Part 9*).
 - (iii) All Teacher Aides are entitled to request flexible work arrangements. A request for a flexible work arrangement must be in accordance with the *Industrial Relations Act 2016*, Directives and Department policies.
- (h) 11 week term in leap years
- (i) To clarify, in a leap year where there is an 11 week term resulting in 41 school weeks in the year, Teacher Aides will only be rostered their ordinary hours during the 11th week.
 - (ii) Term 4 in 2024 is an 11 week term. For the period Monday 9 December 2024 to Friday 13 December 2024 inclusive, Teacher Aides will not be rostered to work their *specified weekly hours*. Teacher Aides will only be rostered to work their ordinary hours in that week. Any additional hours required in excess of ordinary hours will be remunerated in accordance with clause 8.6.

8.5 Preserved arrangements

- (a) A Teacher Aides' eligibility for preserved arrangements will be determined during the *transition period* in Part 9 and the Teacher Aide consulted on their options as part of the transition to the *standard job model*.
- (b) A Teacher Aide (full-time or part-time) employed on the date of certification of this Agreement who had elected not to participate in the accumulated days off arrangements as provided under Part 10 of the

Department of Education Teacher Aides' Certified Agreement 2018 and therefore granted leave without pay during school vacations (excluding annual leave), will be entitled under this Agreement to elect to:

- (i) transition to the *standard job model* in accordance with clause 8.4 (**Option A**); or
 - (ii) transition to the *standard job model* as a 'preserved employee', meaning the Teacher Aide will work their ordinary hours each week with no requirement to work an additional amount of *specified weekly (or daily) hours* and will be granted leave without pay during all school vacations (excluding annual leave). (**Option B – preserved arrangement**)
- (c) Where the Teacher Aide elects **Option B – preserved arrangement**, the Teacher Aide will remain on the preserved arrangement until one of the following occurs:
- (i) the Teacher Aide requests and is approved to transition to the *standard job model* (or *fractional standard job*) as per clause 8.4 based on their ordinary weekly (or daily) hours of work; or
 - (ii) the Teacher Aide is offered by the Department and accepts a variation to their current employment (e.g. increase in part-time hours) in line with clause 8.4.
- (d) Once the Teacher Aide has converted to the *standard job model* (or fractional standard job) as per clause 8.4, there are no reversionary rights back to the preserved arrangement (i.e. Option B).
- (e) Nothing in this clause is intended to restrict the Department's legislative rights in relation redeployment.

8.6 Additional hours

- (a) General provisions
- (i) Subject to this clause, there may be a requirement on any normal work day to work hours in addition to the Teacher Aide's rostered hours.
 - (ii) All work required to be performed in excess of a Teacher Aide's rostered weekly (or daily) hours must be reasonable and documented.
 - (iii) In deciding whether additional hours are reasonable or not reasonable, the following matters must be taken into account:
 - any risk to the employee's health and safety from working the additional hours;
 - the employee's personal circumstances, including family responsibilities;
 - the needs of the workplace in which the employee is employed;
 - whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - any notice given by the employer of any request or requirement to work the additional hours;
 - the usual pattern of work in the calling in which the employee works;
 - the nature of the employee's role, and the employee's level of responsibility;
 - whether the additional hours are in accordance with the standard job model arrangements included under PART 8;
 - any other relevant matter.
- (b) Overtime
- (i) No additional hours worked by a Teacher Aide in excess of the rostered hours shall entitle that Teacher Aide to payment of overtime unless excess time was worked at the direction of the Principal or their delegate. If circumstances do not permit prior direction, approval for overtime may be subsequently approved in writing.

- (ii) A Teacher Aide is entitled to payment at the ordinary rate for all hours directed to be worked in excess of their rostered hours but within the spread of ordinary hours in the Award. All hours worked outside the spread of ordinary hours will be paid according to the Award.
 - (iii) Overtime is calculated to the nearest quarter of an hour.
 - (iv) The three mandatory Professional Development Days in clause 14.3(a)(iii)A have been incorporated into the *standard job model* and are not overtime but payable as ordinary hours.
 - (v) A Teacher Aide can elect to take time off in lieu of an overtime payment accrued pursuant to clause 8.6, in accordance with the following:
 - A. The Teacher Aide will make the election at the time of being approved to work overtime.
 - B. TOIL will be taken at a mutually agreed time.
 - C. Where TOIL is unused after 12 months from the date the overtime was worked, the provisions of clause 8.6(c)(iii) will apply.
- (c) Additional hours for school camps, excursions and functions – TOIL
- (i) Teacher Aides are to be compensated by time off in lieu (TOIL) when required to attend school camps, excursions and functions (including those occurring on weekends) outside their normal rostered hours of duty.
 - (ii) TOIL is to be taken at a time convenient to the Department and the employee.
 - (iii) Where TOIL is unused after 12 months from the date additional hours were worked, and where the Teacher Aide has both taken reasonable steps to avoid an excessive TOIL balance and been refused an application to take such TOIL, the TOIL will be paid at ordinary rates for the equivalent number of hours as provided for in clause 8.6(c).
 - (iv) Overnight camps
 - A. Teacher Aides who attend overnight school camps/excursions/functions will be automatically credited with the difference between the employee's normal rostered *standard daily hours* and 15 hours per overnight stay.
 - B. The maximum credit per day will be 15 hours TOIL time.
For example: If a Teacher Aide's normal rostered standard daily hours are 6.75 hours per day, then on an overnight camp/excursion the Teacher Aide will be entitled to an additional 8.25 hours in TOIL time regardless of how many additional hours are worked.
 - (v) 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 in clause 8.6(c)(vi).
 - (vi) Non-overnight stays
 - A. Teacher Aides who attend school camps/excursions (non-overnight stays) and perform duties outside normal rostered *standard daily hours* will be entitled to claim TOIL (on a time for time basis) up to the difference between a Teacher Aide's normal rostered *standard daily hours* and hours worked
For example: If a Teacher Aide's normal rostered standard daily hours are 6.75 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 2.25 hours TOIL.

8.7 Payment of wages – school vacation periods

- (a) Teacher Aides' annual wages for ordinary hours include compensation for all hours the Teacher Aide is required to work according to their rostered hours, and excludes hours worked in accordance with clauses 8.6 (Additional hours).
- (b) Teacher Aides will be paid for a school vacation period based on their ordinary weekly hours immediately prior to vacation.
- (c) A Teacher Aide (full-time or part-time) will receive wages over a school vacation period on a pro rata basis where:
 - (i) they commenced part way through the year more than two weeks into a school term; or
 - (ii) they were on leave without pay for a period of two weeks or more.
- (d) To the extent that the averaging of ordinary hours of work over the 40 school term weeks in each calendar year results in a deduction from the payment of the fixed rate for work performed by Teacher Aides, clause 8.7 authorises that deduction for the purposes of section 371 of the *Industrial Relation Act 2016*.

8.8 Leave entitlements and the standard job model

- (a) All leave entitlements will be accrued and deducted on the basis of the Teacher Aide's weekly ordinary hours (For example, in the case of the optimal part-time arrangement, an employee is rostered 33.75 hours per week, however their ordinary weekly hours are 30 for leave entitlement purposes. Refer Column A of Table 1 of clause 8.4).
- (b) Annual leave
 - (i) Employees receive annual leave in accordance with the Award (and any relevant Directive to the extent there is no inconsistency with the Award).
 - (ii) With the exception of Teacher Aides employed in Youth Detention Centres under Schedule 6, as a condition of employment, employees must utilise their annual leave entitlement in the first four weeks of the Summer Vacation Period.
- (c) Other leave
 - (i) Where a Teacher Aide has worked their rostered hours (meaning their ordinary hours plus *specified weekly (or daily) hours*) during a school term and entitled to receive wages over the next school vacation period, the Teacher Aide will not be required to apply for paid leave (except paid parental leave) during the school vacation period.
 - (ii) In the case of paid parental leave, the period of paid parental leave will be inclusive of public holidays and exclusive of school vacations.

8.9 Workers' compensation

- (a) Where a 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.
- (b) 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 their delegate and the Teacher Aide.

PART 9 TRANSITION TO STANDARD JOB MODEL

9.1 Date of effect - transition period

- (a) PART 9 sets out the transitional provisions and consultation requirements to transition existing Teacher Aides to the *standard job model*. The transitional provisions have effect only during the *transition period*, with the exception of clause 9.3 which contains entitlements that will apply for the period stated in that clause.

Note: The systems implementation date for the standard job model is the full operationalisation of the new employment model, including automation of payroll systems, and with all employees engaged on the standard week roster (i.e. ADO arrangements cease) or preserved arrangements, where applicable.

- (b) For the purposes of this clause, the *transition period* means the period from the date of certification of this Agreement until the day immediately before the *systems implementation date* of the *standard job model*, as provided in clause 8.2.

9.2 Hours of work during transition period

- (a) For the duration of the *transition period*, Teacher Aides will be required to undertake additional hours as per their agreed accumulated days off (ADO) arrangements (as agreed under Part 10 of the *Department of Education Teacher Aide' Certified Agreement 2018*) implemented for the 2023 school year with the following adjustments:
 - (i) A weekly ADO credit will be granted equivalent to the difference between the additional weekly hours required under the ADO arrangement (to receive remuneration during school vacations in 2023) and the amount equal to 12.5% of the employee's ordinary weekly hours.
For example, in the case of an employee engaged on 30 hours per week, the credit amount would equate to a reduction of their additional ADO hours by 30 minutes per week (or 6 minutes per day).
 - (ii) The Teacher Aide will not be required to make-up ADO following a period of leave. That is, periods of sick leave, public holidays, long service leave, industrial relations leave, and special leave shall be credited as ADO time (applies to full-time and part-time employees).
 - (iii) The five provisional days applicable to 2023 ADO arrangements will continue to apply whilst the ADO arrangements are in operation.
 - (iv) Additional hours will be managed as follows:
 - A. Teacher Aides required to work additional hours in excess of their normal rostered duty (excludes school camps, excursions, functions), will be compensated by access to additional ADO time on a time for time basis.
 - B. Teacher Aides will be compensated by time off in lieu (TOIL) when required to attend school camps, excursions and functions (including those occurring on weekends) outside their normal rostered hours of duty. TOIL will apply as per clause 8.6(c).
 - (v) ADO balances are to be managed to avoid excess accrual and reduced to zero (or minimal balance) by end of Term 4 or immediately before *systems implementation date*, whichever is the earlier.
 - (vi) Significant negative ADO balances are to be avoided and managed during the *transition period*.
 - (vii) Teacher Aides employed during the *transition period* are to be employed under the *standard job model* on the optimal part-time arrangement, wherever possible (i.e. 30 hours per week). *Fractional standard job* arrangements (based on 6 hours per day) should only be used for limited and specific reasons. Hours of work arrangements, including accumulated days off, will be as per Part 9 until the end of the *transition period*.

9.3 Transitional arrangements for accumulated day off balances

- (a) Teacher Aides who immediately before the *systems implementation date* have an ADO credit balance will be required to utilise in full the ADO within six months of the *systems implementation date*.
- (b) The ADO to be taken at a time convenient to the Department and employee.
- (c) If after the six month period all reasonable efforts have been undertaken by the Teacher Aide and their school to clear the ADO balance, the remaining ADO credit will be paid out to the Teacher Aide at ordinary time rates of pay (on a time for time basis).
- (d) Special leave without pay during *transition period*: Teacher Aides applying for extended periods of leave without pay must take all accrued ADO days prior to commencing leave.

- (e) ADO and resignation
 - (i) Every effort must be made for a Teacher Aide to avail themselves of ADO accrual prior to their resignation or retirement taking effect.
 - (ii) If there remains a credit balance on the date of resignation or retirement, this will be paid on cessation of employment.
 - (iii) If a Teacher Aide has a debit balance of ADO hours, every attempt should be made to make up that shortfall prior to the date of resignation or retirement.
 - (iv) Where it has not been possible to accrue the necessary hours to correct a debit ADO balance, an adjustment may be made to any remuneration owing at the time of resignation or retirement.

9.4 Wages during school vacation (Winter, Spring, Summer 2023)

- (a) Subject to clause 9.4(b), the Teacher Aide will be paid for a school vacation period based on their roster (ordinary hours) prior to vacation regardless of fraction changes to ordinary hours of employment during the term prior to the school vacation or leave without pay taken.
- (b) No wages over school vacation will be payable where a Teacher Aide has been on leave without pay for a whole term or longer.

9.5 Consultation and communication

- (a) During the transition phase and to prepare each employee for transitioning to the *standard job model*, Teacher Aides will be provided with correspondence that sets out how the *standard job model* will affect their employment and the options available to the employee. The correspondence will include:
 - (i) information about the objectives of the *standard job model* as set out in this Agreement;
 - (ii) the Teacher Aide's ordinary hours and days of work identified and confirmed through the audit process to establish the employee's options for transitioning to the standard job model;
 - (iii) information about the options available to the employee, including information specific to the employee's circumstances such as:
 - A. the proposed increase in hours to move the Teacher Aide to the optimal part-time arrangement of 30 hours per week, or the *standard day* (6 hours per day) where the employee is engaged for less than five days per week;
 - B. if A. above does not apply (e.g. Teacher Aide will transition to a *fractional standard job* or the Teacher Aide is already employed on 30 hours or greater per week), the proposed ordinary hours for the employee under a *fractional job* or the required *specified weekly hours* for those employed on 30 hours or greater per week;
 - C. the specified number of hours the Teacher Aide is required to work on a weekly basis during the 40 school term weeks, in each calendar year, in order to ensure that they meet the required ordinary hours of work in accordance with clause 8.4 (e.g. for 30 hours per week the specified weekly hours are 33.75 hours);
 - D. where relevant, information and options for preserved employees on their employment arrangements as per clause 8.5 (preserved arrangements);
 - E. where a Teacher Aide is not able to be employed on 30 hours per week (or 6 hours per day) at the time of transition, the process to be applied to facilitate moving the Teacher Aide to the optimal part-time arrangement under this Agreement; the proposed date when the Teacher Aide will transition to the new hours of work arrangement in accordance with the *standard job model*;
 - (iv) instructions on the process for a Teacher Aide to advise of their preferred option;
 - (v) information regarding employee grievance and review rights and the process; and

- (vi) any other relevant matter.
- (b) Teacher Aides will be asked to acknowledge that they understand the standard job model arrangement as it pertains to their circumstances, the hours required, the way in which the payment of their wages will occur, and any other relevant change to their hours or days of work.
- (c) Teacher Aides will be provided an opportunity to provide feedback and suggestions on the implementation of the standard job model to their individual circumstances, including any impact in relation to the employee's family or caring responsibilities, or to request a change in fractional arrangement, prior to the Department formalising the arrangement.

PART 10 MAINTENANCE OF HOURS OF WORK

10.1 General

The correspondence to be provided to a Teacher Aide during the *transition period* (clause 9.5), and the Teacher Aide's election and subsequent transition to the *standard job model* arrangement, will form the basis of each Teacher Aide's permanent hours at the prescribed number of weekly ordinary hours under the *standard job model*. Any future adjustments to permanent ordinary hours will be with reference to that baseline.

10.2 Additional vacant hours

Additional vacant hours may become available from time to time. When this occurs the Principal/Site Manager will follow the process outlined below to fill the vacant hours, document the outcome including reasons for their decisions, and will advise the affected Teacher Aides.

10.3 Focused increase of hours for Teacher Aides

- (a) The parties acknowledge that following the *transition period* in Part 9, not all Teacher Aides will be working on the optimal part-time arrangement as required by the *standard job model*. However, as the optimal part-time arrangement (i.e. *standard job*) is a key feature of this Agreement, this clause sets out principles and a process to support transitioning Teacher Aides to the *standard job*.
- (b) The starting position is that all Teacher Aides who are not employed to work 30 weekly ordinary hours under the *standard job model* are seeking to do so.
- (c) Human resource support will be provided to schools to undertake initial reviews of Teacher Aide hours with the objective of raising permanent Teacher Aide hours to the *standard job* of 30 weekly ordinary hours.
- (d) Where additional Teacher Aide hours are provided to a school, these hours must first be offered to existing permanent Teacher Aides with the overarching objective of raising part-time Teacher Aide hours in line with the *standard job model* so that each Teacher Aide is employed to work 30 weekly ordinary hours.
- (e) The process of allocating these hours to existing Teacher Aides will be through consultation, in accordance with Part 2 (Consultation) (i.e. group consultation), and consideration of individual requests and where Teacher Aides who have been employed for longer than two years are offered these hours in the first instance.
- (f) Once an internal/at school level distribution of hours is complete and there are still remaining hours to be filled, the school must first seek to fill these hours through an internal Departmental Expression of Interest process. This is to ensure that any available additional hours across a cluster of schools can be distributed to existing Teacher Aides of the Department with the objective of raising Teacher Aide hours to the *standard job model* so that all Teacher Aides have the opportunity, as soon as possible, to increase their hours to 30 weekly ordinary hours.
- (g) To provide every opportunity for Teacher Aides to transition as soon as possible to 30 hours, Teacher Aides may be offered work across more than one school in their local area.

10.4 Filling of vacancies

- (a) As soon as practicable after the date of certification, the parties will establish a working party to develop fact sheets and guidelines to support the continued active transition of existing Teacher Aides to the

standard job. The principles and fact sheets are to set out the requirements for filling of vacancies and to manage any increases or decreases in Teacher Aide allocation of hours/jobs.

- (b) These principles will ensure that existing Teacher Aides are provided any opportunities in the first instance before new employees are introduced into the system. The overarching objective is to introduce and maintain employment at the *standard job* of 30 weekly ordinary hours.

10.5 Reduction in the need for Teacher Aides

Where significant change could lead to a reduction in Teacher Aide jobs the Department must consult the group of affected employees in accordance with Part 2 (Consultation). Discussions will occur about applicable Departmental and government processes and include consultation on possible outcomes.

PART 11 PERMANENT TEACHER AIDE RELIEF

11.1 General

- (a) It is recognised that absences less than four weeks are considered appropriate to employ a casual Teacher Aide to fulfil the Teacher Aide relief arrangements as provided below. Refer clause 5.6 for circumstances where fixed term temporary or casual employment can be considered.
- (b) For absences of greater than four weeks, prior to the employment of a fixed term temporary or casual Teacher Aide, available Teacher Aide hours will be subject to Part 10 (Maintenance of hours of work).
- (c) Relief for Teacher Aides absent on leave is provided to ensure the effective delivery of education services or the welfare of students.

11.2 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 accumulated days off entitlements under Part 9;
 - (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.

11.3 Centrally provided relief entitlements

- (a) School setting that is not preparatory year / special education program or facility with students with disabilities.
In general school settings (including schools with two 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.
- (b) 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.
- (c) 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.

PART 12 CLASSIFICATION PROGRESSION

12.1 Progression to OO3 Teacher Aide

(a) Criteria for progression

(i) To progress to OO3, a Teacher Aide must satisfy the following criteria:

- A. employment with the Department as a permanent or temporary Teacher Aide at OO2 (pay point 4) for at least 12 months;
- B. hold a Certificate III level qualification, equivalent or higher; and
- C. 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.

(c) Notifications

(i) The Department will notify permanent and temporary Teacher Aides as follows:

Frequency	Notifications to be sent to
On an ongoing annual basis	Permanent and Temporary Teacher Aides at OO2 (paypoint 3) of their upcoming eligibility to progress to OO3 (pay point 1)
On an ongoing quarterly basis	Permanent and Temporary Teacher Aides at OO2 (paypoint 4) of their upcoming eligibility to progress to OO3 (pay point 1). Individual Teacher Aides will receive a maximum of one notification per year.

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

(d) Recognition of prior learning

(i) Upon progression to OO2 (pay point 4), Teacher Aides can access RPL arrangements. State Schools have an ongoing obligation to fund RPL for such Teacher Aides, if requested.

(ii) To be eligible to be funded through the RPL process, a permanent or temporary Teacher Aide must be at OO2 (pay point 4). There is no requirement to wait 12 months at level OO2 (pay point 4) before commencing the RPL process.

(iii) RPL providers (i.e. Registered Training Organisations) must be selected using the Department's preferred RPL suppliers.

(iv) The parties are committed to jointly reviewing the existing recognition of prior learning process with access to skills development (e.g. streamlined and accessible recognition of prior learning / proficiency test).

(e) Reporting requirements

A statistical report regarding the number of Teacher Aides who have successfully progressed from OO2 (pay point 4) to OO3 (pay point 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.

12.2 Progression to OO4 Teacher Aide

- (a) Eligibility for progression
 - (i) Subject to clause 12.2(a)(ii), the OO4 classification can only be accessed via the OO4 progression arrangements under this clause.
 - (ii) This clause does not apply to OO4 Teacher Aide – ALM/EI/Braille positions. Selection and appointment to these positions will only be in accordance with the Recruitment and Selection Directive, as amended from time to time.
- (b) Notifications

The Department will notify Teacher Aides at OO3 (pay point 4) on an annual basis of the eligibility requirements for progression to OO4 (pay point 1). Principals will also be notified.
- (c) Criteria and process for progression
 - (i) To progress to OO4 Teacher Aide, a Teacher Aide must satisfy the following criteria:
 - A. employment with the Department as a permanent Teacher Aide at OO3 (pay point 4) for at least 12 months;
 - B. hold a Certificate III level qualification, equivalent or higher;
 - C. hold a current Senior First Aid certificate or equivalent; and
 - D. sign an Undertaking committing to perform higher level duties as outlined in Schedule 7.
- (d) Reporting requirements

A statistical report regarding the number of Teacher Aides who have successfully progressed from OO3 (pay point 4) to OO4 (pay point 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.

12.3 Preserved OO4 employees

- (a) Teacher Aides who were employed at the OO4 classification on 31 August 2019 will maintain their OO4 classification for the duration of their employment (Preserved OO4 Employees).
- (b) Preserved OO4 Employees will maintain their OO4 classification should they transfer to another school location during their employment.
- (c) Preserved OO4 Employees who transfer to another school location during their employment must sign an Undertaking in accordance with clause 12.2(c)(i)D. and Schedule 7.
- (d) Clauses 12.3(a) to (c) do not apply to Teacher Aide – ALM/EI/Braille To clarify, if the employee transfers to a different Teacher Aide role they will be required to sign an Undertaking to perform duties at the OO4 level.

PART 13 TRANSFER AND DEPLOYMENT

13.1 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.

13.2 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.

13.3 Required transfer process

- (a) The intent of these provisions is to minimise the impact on Teacher Aides where required transfers are indicated due to a significant reduction of Teacher Aide hours or jobs. (Refer clause 10.5).
- (b) The following steps are to be used in determining which Teacher Aide is required to transfer:
 - (i) consult with all permanent Teacher Aides at the school about the potential impact of a required transfer;
 - (ii) removal from consideration of any Teacher Aide who provides evidence of extenuating compassionate circumstances that a transfer would be unreasonable;
 - (iii) identification of those Teacher Aides who reside within 50 minutes of the school identified as having available vacant hours or job;
 - (iv) identification of Teacher Aides with the shortest continuous service with the Department.
- (c) The Teacher Aide(s) required transfer will be in accordance with Departmental transfer and relocation guidelines.

PART 14 WORKFORCE MANAGEMENT

14.1 Multiple hire

- (a) It is the intent of this provision 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 reasonable overtime or time off in lieu (TOIL) 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 Award, 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.

14.2 Bus and playground duty

- (a) Subject to clause 14.2(a)(i), Teacher Aides will be required to undertake bus and playground duties. These duties shall be shared across the Teacher Aide work group and distributed equitably.

- (i) Teacher Aides – ALM/El/Braille are required to use time on either side of classroom time for lesson review and preparation. Therefore, these employees will not be included in the regular roster for such duties and will only be directed to perform bus and playground duties in exceptional circumstances.
- (b) The parties commit to reviewing the Departmental *Factsheet: Bus and Playground duty - Teacher Aides* which 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.
- (c) Supervision duties are to be clearly indicated to Teacher Aides after appropriate consultation.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) The policy of Crown acceptance of legal liability for actions of Crown employees is afforded to Teacher Aides performing these duties.

14.3 Professional development

- (a) Statement of intent
 - (i) It is the intent of the professional development provisions 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.
 - (ii) The Department is committed to supporting and encouraging Teacher Aides who undertake professional development particularly where such development relates to their current role.
 - (iii) The parties commit to strengthen and refocus professional development opportunities to enhance capability uplift by:
 - A. Providing three days per year professional development as follows:
 - 1) two days required attendance by all Teacher Aides at the end of summer school vacation (fixed) and must occur on student free days scheduled; and
 - 2) one day required attendance by all Teacher Aides which is flexible and subject to consultation at the school level which must occur on a student free day.
 - B. Ensuring professional development days will not be used for mandatory training. Mandatory training includes training for legislative compliance requirements and should occur in rostered standard daily hours.
 - C. Professional development days are set aside for training and professional development activities driven by the Department to increase the capability and develop the capability of Teacher Aides to enable Teacher Aides to better partner with teachers and support students advance their learning.

- D. Consultation with UWU on the development of centrally coordinated training and development for Teacher Aides.
- (iv) 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.
- (b) Specific provisions
- (i) Teacher Aides will be entitled to equitable access to the professional development allocations at the school level for learning and development.
- (ii) Professional development training for all school staff will be incorporated into the school professional development plan.
- (iii) 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:
- A. the required three days for professional development provided in clause 14.3(a)(iii)A.
- B. 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
- C. professional development training opportunities will not be unreasonably withheld.
- (iv) The Department will assist with the funding of up to a maximum of two professional development conferences per annum for the life of this Agreement.
- (v) Schools shall ensure that a record of professional development activities is maintained.
- (vi) The Department and the Union agree to joint Union and Departmental induction programs.
- (vii) 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.
- (viii) Teacher Aides should, as far as practicable, undertake professional development during their rostered hours. Where exceptional circumstances exist, a Teacher Aide may request to undertake professional development activities, other than those required, outside their rostered hours. Requests should not be unreasonably refused and the approved additional hours required for the professional development must be recorded in writing. The Teacher Aide will be entitled to time off in lieu for the approved additional hours, to be taken at a time agreed with the Principal or their delegate.

14.4 Multi -skilling

- (a) 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.
- (b) Specific provisions and processes
- (i) 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.

- (ii) 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.
- (iii) 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.

14.5 Behaviour management

- (a) 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.
- (b) Specific provision
 - (i) 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.
 - (ii) Teacher Aides shall be included in the planning and review of the School Behaviour Management Plan and particular behaviour management strategies.
 - (iii) Teacher Aides shall be given the opportunity to access Behaviour Management Training and information consistent with their role in a Supportive Behaviour Management environment.

14.6 First Aid training and duties

- (a) Statement of intent - First Aid
 - (i) The provision of First Aid training supports the objective of increasing the skills and capability of Teacher Aides and give them access to higher classification levels where First Aid qualifications are a precondition for progression.
 - (ii) 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.
- (b) Payment of First Aid training
 - (i) 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 or maintaining the First Aid certificate.
 - (ii) 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 or maintaining the First Aid Certificate.
 - (iii) 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 or maintaining the First Aid Certificate.
- (c) Training outside rostered hours of duty

Where Teacher Aides are required to attend approved First Aid Training outside of rostered hours they will be entitled to overtime as per clause 8.6 (Additional Hours) or may elect to take time off in lieu of overtime (at a time for time basis).
- (d) Equitable allocation of First Aid duties
 - (i) Teacher Aides who have current First Aid certification are recognised as having First Aid responsibilities towards students as part of their regular responsibilities.
 - (ii) Rostering of first aid duties should be equitably distributed.

14.7 Use of traineeships

The parties acknowledge there may be school-based trainees.

14.8 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 15 WORKPLACE HEALTH AND SAFETY AND WELLBEING

15.1 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.

15.2 Consultative mechanisms

Consultative mechanisms to address workplace health, safety and wellbeing include:

- (a) 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;
- (b) 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
- (c) 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.

15.3 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.

15.4 Workplace, health and 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.

15.5 Workplace, health and 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.

15.6 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.

SCHEDULE 1 - Wage Rates

Teacher Aides - Full-time (pro rata for employees working less than 38 ordinary hours per week) and casual wage rates. Refer clause 6.1.

Teacher Aide Rates 01/09/2022 (4% Increase)

Class	Paypoint	Hourly (\$)	Fortnightly (\$)	Annual (\$)	Casual (\$) (incl. 23%)
002	1	28.7237	2,183.00	56,953	35.3302
002	2	29.4079	2,235.00	58,310	36.1717
002	3	30.1053	2,288.00	59,692	37.0295
002	4	30.7763	2,339.00	61,023	37.8548
003	1	31.1868	2,370.20	61,837	38.3598
003	2	31.7066	2,409.70	62,867	38.9991
003	3	32.2671	2,452.30	63,979	39.6885
003	4	32.8421	2,496.00	65,119	40.3958
004	1	34.1145	2,592.70	67,642	41.9608
004	2	35.1816	2,673.80	69,758	43.2734
004	3	36.2908	2,758.10	71,957	44.6377
004	4	37.3303	2,837.10	74,018	45.9163

Teacher Aide Rates 01/09/2023 (4% Increase)

Class	Paypoint	Hourly (\$)	Fortnightly (\$)	Annual (\$)	Casual (\$) (incl. 23%)
002	1	29.8724	2,270.30	59,231	36.7431
002	2	30.5842	2,324.40	60,642	37.6186
002	3	31.3092	2,379.50	62,079	38.5103
002	4	32.0079	2,432.60	63,465	39.3697
003	1	32.4342	2,465.00	64,310	39.8941
003	2	32.9750	2,506.10	65,382	40.5592
003	3	33.5579	2,550.40	66,538	41.2762
003	4	34.1553	2,595.80	67,723	42.0110
004	1	35.4789	2,696.40	70,347	43.6390
004	2	36.5895	2,780.80	72,549	45.0051
004	3	37.7421	2,868.40	74,835	46.4228
004	4	38.8237	2,950.60	76,979	47.7532

Teacher Aide Rates 01/09/2024 (3% Increase)

Class	Paypoint	Hourly (\$)	Fortnightly (\$)	Annual (\$)	Casual (\$) (incl. 23%)
002	1	30.7684	2,338.40	61,007	37.8451
002	2	31.5013	2,394.10	62,460	38.7466
002	3	32.2487	2,450.90	63,942	39.6659
002	4	32.9684	2,505.60	65,369	40.5511
003	1	33.4079	2,539.00	66,241	41.0917
003	2	33.9645	2,581.30	67,344	41.7763
003	3	34.5645	2,626.90	68,534	42.5143
003	4	35.1803	2,673.70	69,755	43.2718
004	1	36.5434	2,777.30	72,458	44.9484
004	2	37.6868	2,864.20	74,725	46.3548
004	3	38.8750	2,954.50	77,081	47.8162
004	4	39.9882	3,039.10	79,288	49.1855

Teacher Aide – Auslan Language Model / Educational Interpreter / Braille

Refer clause 6.2:

Teacher Aide - Auslan Language Model / Educational Interpreter / Braille				
New pay scale introduced on date of certification. Rates effective 1/09/2022				
Class	Paypoint	Hourly	Fortnightly	Annual
OO4 - ALM/EI/Braille	1	\$ 38.5600	\$ 2,930.60	\$ 76,457.00
OO4 - ALM/EI/Braille	2	\$ 39.7700	\$ 3,022.50	\$ 78,855.00
OO4 - ALM/EI/Braille	3	\$ 41.0400	\$ 3,119.00	\$ 81,373.00
OO4 - ALM/EI/Braille	4	\$ 42.2600	\$ 3,211.80	\$ 83,794.00
Effective 1/09/2023 (4% increase)				
Class	Paypoint	Hourly	Fortnightly	Annual
OO4 - ALM/EI/Braille	1	\$ 40.1000	\$ 3,047.80	\$ 79,515.00
OO4 - ALM/EI/Braille	2	\$ 41.3600	\$ 3,143.40	\$ 82,009.00
OO4 - ALM/EI/Braille	3	\$ 42.6800	\$ 3,243.80	\$ 84,628.00
OO4 - ALM/EI/Braille	4	\$ 43.9500	\$ 3,340.30	\$ 87,146.00
Effective 1/09/2024 (3% increase)				
Class	Paypoint	Hourly	Fortnightly	Annual
OO4 - ALM/EI/Braille	1	\$ 41.3100	\$ 3,139.20	\$ 81,900.00
OO4 - ALM/EI/Braille	2	\$ 42.6000	\$ 3,237.70	\$ 84,469.00
OO4 - ALM/EI/Braille	3	\$ 43.9600	\$ 3,341.10	\$ 87,167.00
OO4 - ALM/EI/Braille	4	\$ 45.2700	\$ 3,440.50	\$ 89,760.00

(Next page – wage rates for 30 hours per week)

Standard Job Model – optimal part-time arrangement (30 hours per week)

Teacher Aide Rates 01/09/2022 (4% Increase)					
Class	Paypoint	Hourly (\$)	Weekly (\$) 30hr/FN	Fortnightly (\$) 60hr/FN	Annual (\$) 60hr/FN
002	1	28.7237	861.70	1,723.40	44,962
002	2	29.4079	882.25	1,764.50	46,035
002	3	30.1053	903.15	1,806.30	47,125
002	4	30.7763	923.30	1,846.60	48,177
003	1	31.1868	935.60	1,871.20	48,818
003	2	31.7066	951.20	1,902.40	49,632
003	3	32.2671	968.00	1,936.00	50,509
003	4	32.8421	985.25	1,970.50	51,409
004	1	34.1145	1,023.45	2,046.90	53,402
004	2	35.1816	1,055.45	2,110.90	55,072
004	3	36.2908	1,088.70	2,177.40	56,807
004	4	37.3303	1,119.90	2,239.80	58,435
004 - ALM/EI/Braille	1	38.5600	1,156.80	2,313.60	60,360
004 - ALM/EI/Braille	2	39.7700	1,193.10	2,386.20	62,254
004 - ALM/EI/Braille	3	41.0400	1,231.20	2,462.40	64,242
004 - ALM/EI/Braille	4	42.2600	1,267.80	2,535.60	66,152

Teacher Aide Rates 01/09/2023 (4% Increase)					
Class	Paypoint	Hourly (\$)	Weekly (\$) 30hr/FN	Fortnightly (\$) 60hr/FN	Annual (\$) 60hr/FN
002	1	29.8724	896.15	1,792.30	46,760
002	2	30.5842	917.55	1,835.10	47,876
002	3	31.3092	939.30	1,878.60	49,011
002	4	32.0079	960.25	1,920.50	50,105
003	1	32.4342	973.05	1,946.10	50,772
003	2	32.9750	989.25	1,978.50	51,618
003	3	33.5579	1,006.75	2,013.50	52,531
003	4	34.1553	1,024.65	2,049.30	53,465
004	1	35.4789	1,064.35	2,128.70	55,536
004	2	36.5895	1,097.70	2,195.40	57,276
004	3	37.7421	1,132.25	2,264.50	59,079
004	4	38.8237	1,164.70	2,329.40	60,772
004 - ALM/EI/Braille	1	40.1000	1,203.00	2,406.00	62,771
004 - ALM/EI/Braille	2	41.3600	1,240.80	2,481.60	64,743
004 - ALM/EI/Braille	3	42.6800	1,280.40	2,560.80	66,809
004 - ALM/EI/Braille	4	43.9500	1,318.50	2,637.00	68,797

Teacher Aide Rates 01/09/2024 (3% Increase)					
Class	Paypoint	Hourly (\$)	Weekly (\$) 30hr/FN	Fortnightly (\$) 60hr/FN	Annual (\$) 60hr/FN
002	1	30.7684	923.05	1,846.10	48,163
002	2	31.5013	945.05	1,890.10	49,311
002	3	32.2487	967.45	1,934.90	50,480
002	4	32.9684	989.05	1,978.10	51,607
003	1	33.4079	1,002.25	2,004.50	52,296
003	2	33.9645	1,018.95	2,037.90	53,167
003	3	34.5645	1,036.95	2,073.90	54,107
003	4	35.1803	1,055.40	2,110.80	55,069
004	1	36.5434	1,096.30	2,192.60	57,203
004	2	37.6868	1,130.60	2,261.20	58,993
004	3	38.8750	1,166.25	2,332.50	60,853
004	4	39.9882	1,199.65	2,399.30	62,596
004 - ALM/EI/Braille	1	41.3100	1,239.30	2,478.60	64,665
004 - ALM/EI/Braille	2	42.6000	1,278.00	2,556.00	66,684
004 - ALM/EI/Braille	3	43.9600	1,318.80	2,637.60	68,813
004 - ALM/EI/Braille	4	45.2700	1,358.10	2,716.20	70,864

SCHEDULE 2 - One and Two Teacher Classroom Schools

School Code	School Name	Region	Level
0591	Abercorn State School	Central Queensland Region	1
1275	Abergowrie State School	North Queensland Region	1
0598	Airville State School	North Queensland Region	1
1963	Alexandra Bay State School	Far North Queensland Region	1
1629	Amiens State School	Darling Downs South West Region	1
0813	Arcadia Valley State School	Darling Downs South West Region	1
0572	Avondale State School	North Coast Region	1
1730	Bartle Frere State School	Far North Queensland Region	1
0387	Bauhinia State School	Central Queensland Region	2
1019	Bedourie State School	Central Queensland Region	1
0187	Begonia State School	Darling Downs South West Region	1
1768	Bellenden Ker State School	Far North Queensland Region	1
1397	Binjour Plateau State School	Central Queensland Region	1
1679	Birdsville State School	Central Queensland Region	1
0344	Bluff State School	Central Queensland Region	1
0425	Bollon State School	Darling Downs South West Region	1
1542	Booyal Central State School	North Coast Region	1
0899	Bororen State School	Central Queensland Region	1
0815	Bowenville State School	Darling Downs South West Region	1
1465	Boynewood State School	Central Queensland Region	1
0311	Brookstead State School	Darling Downs South West Region	1
1035	Brooweena State School	North Coast Region	1
1124	Builyan State School	Central Queensland Region	1
1427	Butchers Creek State School	Far North Queensland Region	1
1318	Byfield State School	Central Queensland Region	1
1047	Bymount East State School	Darling Downs South West Region	1
0483	Cameron Downs State School	North Queensland Region	1
0866	Chillagoe State School	Far North Queensland Region	2
0171	Clare State School	North Queensland Region	1
0606	Clarke Creek State School	Central Queensland Region	1
1254	Cloyna State School	Darling Downs South West Region	1
1225	Coalstoun Lakes State School	Central Queensland Region	2
0173	Comet State School	Central Queensland Region	1
0024	Condamine State School	Darling Downs South West Region	2
1898	Coppabella State School	Central Queensland Region	1
0165	Croydon State School	Far North Queensland Region	2
1022	Daintree State School	Far North Queensland Region	1
0950	Dallarnil State School	Central Queensland Region	2
0318	Dalveen State School	Darling Downs South West Region	1
0934	Dunkeld State School	Darling Downs South West Region	1
1179	Eromanga State School	Darling Downs South West Region	1
0310	Eton State School	Central Queensland Region	2
0222	Eulo State School	Darling Downs South West Region	1
0523	Forsayth State School	Far North Queensland Region	1
1460	Gargett State School	Central Queensland Region	1
0917	Glenmorgan State School	Darling Downs South West Region	1
0552	Gogango State School	Central Queensland Region	1
0939	Goodwood State School	North Coast Region	1
1839	Goovigen State School	Central Queensland Region	1

School Code	School Name	Region	Level
0976	Greenmount State School	Darling Downs South West Region	2
1549	Guluguba State School	Darling Downs South West Region	1
1391	Gumlu State School	North Queensland Region	1
0821	Gundiah State School	North Coast Region	2
1329	Haden State School	Darling Downs South West Region	1
0213	Halifax State School	North Queensland Region	1
1962	Hamilton Island State School	North Queensland Region	2
1849	Hannaford State School	Darling Downs South West Region	1
1060	Hayman Island State School	North Queensland Region	1
0954	Hebel State School	Darling Downs South West Region	1
0541	Hillview State School	South East Region	1
0470	Homebush State School	Central Queensland Region	2
0241	Homestead State School	North Queensland Region	1
0713	Ilfracombe State School	Central Queensland Region	1
0519	Irvinebank State School	Far North Queensland Region	1
0063	Isisford State School	Central Queensland Region	1
0798	Jarvisfield State School	North Queensland Region	1
0206	Jericho State School	Central Queensland Region	1
1558	Jimbour State School	Darling Downs South West Region	1
0910	Jundah State School	Central Queensland Region	1
1187	Kaimkillenbun State School	Darling Downs South West Region	1
1145	Karara State School	Darling Downs South West Region	1
0449	Karumba State School	North Queensland Region	2
0670	Keppel Sands State School	Central Queensland Region	2
0753	Kindon State School	Darling Downs South West Region	1
0415	Kioma State School	Darling Downs South West Region	1
0202	Lakeland State School	Far North Queensland Region	1
0583	Laura State School	Far North Queensland Region	1
0068	Leyburn State School	Darling Downs South West Region	2
0980	Linville State School	Darling Downs South West Region	1
1119	Lochington State School	Central Queensland Region	1
1140	Lowmead State School	North Coast Region	1
0383	Ma Creek State School	Darling Downs South West Region	1
0324	Macknade State School	North Queensland Region	1
1214	Maidavale State School	North Queensland Region	1
1584	Marlborough State School	Central Queensland Region	2
1122	Marmor State School	Central Queensland Region	1
0640	Maroon State School	South East Region	1
1389	Maryvale State School	Darling Downs South West Region	1
1400	McDonnell Creek State School	Far North Queensland Region	1
1394	McIlwraith State School	North Coast Region	1
0867	Millaroo State School	North Queensland Region	1
1120	Milman State School	Central Queensland Region	1
1382	Mirriwinni State School	Far North Queensland Region	1
1919	Mistake Creek State School	Central Queensland Region	1
0511	Moonie State School	Darling Downs South West Region	1
0525	Morven State School	Darling Downs South West Region	1
1975	Mount Fox State School	North Queensland Region	1
1511	Mount Murchison State School	Central Queensland Region	2
1531	Mount Surprise State School	Far North Queensland Region	1
0464	Mount Sylvia State School	Darling Downs South West Region	1
0495	Mount Whitestone State School	Darling Downs South West Region	1
1418	Mulgildie State School	Central Queensland Region	1

School Code	School Name	Region	Level
0507	Mungallala State School	Darling Downs South West Region	1
0076	Murphy's Creek State School	Darling Downs South West Region	1
1177	Murray's Bridge State School	Darling Downs South West Region	1
1317	Mutarnee State School	North Queensland Region	1
0993	Mutchilba State School	Far North Queensland Region	1
0304	Muttaburra State School	Central Queensland Region	1
1481	Nagoorin State School	Central Queensland Region	1
0731	North Eton State School	Central Queensland Region	1
0785	Numinbah Valley State School	South East Region	1
1238	Oakenden State School	Central Queensland Region	1
1271	Orion State School	Central Queensland Region	1
0074	Osborne State School	North Queensland Region	2
0467	Pentland State School	North Queensland Region	1
1408	Pindi State School	Central Queensland Region	1
1141	Pinnacle State School	Central Queensland Region	1
0488	Prairie State School	North Queensland Region	1
1655	Prospect Creek State School	Central Queensland Region	2
0141	Ravenswood State School	North Queensland Region	1
1977	Rossville State School	Far North Queensland Region	2
1007	Severnlea State School	Darling Downs South West Region	2
0103	St Lawrence State School	Central Queensland Region	1
0933	Stonehenge State School	Central Queensland Region	1
1949	Tagai State College - Kubin Campus	Far North Queensland Region	1
1951	Tagai State College - Poruma Campus	Far North Queensland Region	2
1952	Tagai State College - Stephen Island Campus	Far North Queensland Region	1
1446	Tanduringie State School	Darling Downs South West Region	2
0494	Teelba State School	Darling Downs South West Region	1
1278	Thallon State School	Darling Downs South West Region	1
0409	Thargomindah State School	Darling Downs South West Region	2
0579	Theebine State School	North Coast Region	1
0245	Thornton State School	Darling Downs South West Region	1
0803	Thulimbah State School	Darling Downs South West Region	1
0864	Tingoorra State School	Darling Downs South West Region	2
1777	Toobanna State School	North Queensland Region	1
1118	Trebonne State School	North Queensland Region	1
1755	Urandangi State School	North Queensland Region	1
0403	Valkyrie State School	Central Queensland Region	1
0386	Warra State School	Darling Downs South West Region	1
1230	Warrill View State School	South East Region	1
1159	Wartburg State School	North Coast Region	1
1244	Westmar State School	Darling Downs South West Region	2
0119	Westwood State School	Central Queensland Region	1
0461	Windorah State School	Central Queensland Region	1
1378	Woolooga State School	North Coast Region	1
0802	Wyandra State School	Darling Downs South West Region	1
1634	Yandaran State School	North Coast Region	1

School Code	School Name	Region	Level
1266	Aratula State School	South East Region	2
0512	Ashwell State School	Metropolitan Region	2
0357	Augathella State School	Darling Downs South West Region	2
0317	Back Plains State School	Darling Downs South West Region	1
0906	Bajool State School	Central Queensland Region	2
1164	Ballandean State School	Darling Downs South West Region	2
0521	Banana State School	Central Queensland Region	2
0966	Bauple State School	North Coast Region	2
1663	Biddeston State School	Darling Downs South West Region	2
0316	Blenheim State School	Darling Downs South West Region	2
0981	Bloomsbury State School	Central Queensland Region	2
0595	Boulia State School	North Queensland Region	2
0466	Brandon State School	North Queensland Region	2
1133	Brigalow State School	Darling Downs South West Region	1
1071	Broadwater State School	Darling Downs South West Region	2
0962	Bullyard State School	North Coast Region	2
0530	Burketown State School	North Queensland Region	2
0714	Camooweal State School	North Queensland Region	2
1806	Carmila State School	Central Queensland Region	2
0439	Coningsby State School	Central Queensland Region	2
0032	Coowonga State School	Central Queensland Region	1
1084	Cooyar State School	Darling Downs South West Region	2
0399	Crawford State School	Darling Downs South West Region	2
1480	CYAAA - Coen Campus	Far North Queensland Region	2
0892	Dagun State School	North Coast Region	2
1670	Dajarra State School	North Queensland Region	2
0520	Darlington State School	South East Region	2
0837	Depot Hill State School	Central Queensland Region	2
0266	Dingo State School	Central Queensland Region	2
0889	Drillham State School	Darling Downs South West Region	2
0342	Duarina State School	Central Queensland Region	2
1170	Dulacca State School	Darling Downs South West Region	2
1667	Durong South State School	Darling Downs South West Region	2
1758	El Arish State School	Far North Queensland Region	2
0154	Emu Creek State School	Darling Downs South West Region	2
1353	Eungella State School	Central Queensland Region	2
0810	Feluga State School	Far North Queensland Region	2
1175	Finch Hatton State School	Central Queensland Region	2
0489	Flagstone Creek State School	Darling Downs South West Region	2
0845	Flying Fish Point State School	Far North Queensland Region	2
1897	Forrest Beach State School	North Queensland Region	2
0040	Freestone State School	Darling Downs South West Region	2
0178	Georgetown State School	Far North Queensland Region	2
0709	Gindie State School	Central Queensland Region	2
0145	Grandchester State School	Metropolitan Region	2
0334	Greenvale State School	North Queensland Region	2
0902	Harlin State School	Darling Downs South West Region	2
0621	Harrisville State School	South East Region	2
0033	Hendra State School	Metropolitan Region	2
1659	Jambin State School	Central Queensland Region	2
0064	Jondaryan State School	Darling Downs South West Region	2
1289	Julia Creek State School	North Queensland Region	2
1494	Kalamia State School	North Queensland Region	1

School Code	School Name	Region	Level
1478	Kandanga State School	North Coast Region	2
1309	Kenilworth State Community College	North Coast Region	2
0868	Kennedy State School	Far North Queensland Region	1
0710	Kentville State School	Darling Downs South West Region	2
1707	Kia-Ora State School	North Coast Region	2
0787	Kilcummin State School	Central Queensland Region	2
1534	Kin State School	North Coast Region	2
1078	Kogan State School	Darling Downs South West Region	2
1472	Kulpi State School	Darling Downs South West Region	2
1061	Lockrose State School	Darling Downs South West Region	2
1010	Lower Tully State School	Far North Queensland Region	2
0320	Marburg State School	Metropolitan Region	2
1251	Maroondan State School	North Coast Region	2
1473	Meandarra State School	Darling Downs South West Region	2
1673	Mena Creek State School	Far North Queensland Region	2
0806	Merinda State School	North Queensland Region	2
0771	Millaa State School	Far North Queensland Region	2
0381	Mount Alford State School	South East Region	2
0944	Mount Garnet State School	Far North Queensland Region	2
1109	Mount Molloy State School	Far North Queensland Region	2
0737	Mount Nebo State School	Metropolitan Region	2
0075	Mount Perry State School	Central Queensland Region	2
1037	Mount Tyson State School	Darling Downs South West Region	2
0722	Mundoo State School	Far North Queensland Region	2
0217	Mungar State School	North Coast Region	2
1030	Murray River Upper State School	Far North Queensland Region	2
0152	Mutdapilly State School	South East Region	2
1735	Nobby State School	Darling Downs South West Region	2
1486	Patrick Estate State School	Metropolitan Region	2
0422	Pilton State School	Darling Downs South West Region	2
1704	Pozieres State School	Darling Downs South West Region	1
0238	Prenzlau State School	Metropolitan Region	2
0029	Ramsay State School	Darling Downs South West Region	2
1332	Rathdowney State School	South East Region	2
1489	Ridgeland State School	Central Queensland Region	2
0582	Roadvale State School	South East Region	2
0454	Rocklea State School	Metropolitan Region	2
0092	Rolleston State School	Central Queensland Region	2
0475	Scottville State School	North Queensland Region	2
0400	Sharon State School	North Coast Region	2
1528	Silkwood State School	Far North Queensland Region	2
1518	South Johnstone State School	Far North Queensland Region	2
1241	Southbrook Central State School	Darling Downs South West Region	2
1931	Springbrook State School	South East Region	2
0129	Stanwell State School	Central Queensland Region	2
1944	Tagai State College - Darnley Island Campus	Far North Queensland Region	2
1950	Tagai State College - Dauan Island Campus	Far North Queensland Region	2
1995	Tagai State College - Horn Island Campus	Far North Queensland Region	2
1942	Tagai State College - Mabuiag Island Campus	Far North Queensland Region	2
1941	Tagai State College - Malu Kiwai Campus	Far North Queensland Region	2

School Code	School Name	Region	Level
1943	Tagai State College - Mer Campus	Far North Queensland Region	2
1953	Tagai State College - St Pauls Campus	Far North Queensland Region	2
1948	Tagai State College - Warraber Island Campus	Far North Queensland Region	2
1945	Tagai State College - Yorke Island Campus	Far North Queensland Region	2
1615	Talwood State School	Darling Downs South West Region	2
1018	The Caves State School	Central Queensland Region	2
1360	The Gums State School	Darling Downs South West Region	2
1714	The Summit State School	Darling Downs South West Region	2
0107	Tiaro State School	North Coast Region	2
0628	Victoria Plantation State School	North Queensland Region	2
0760	Walkamin State School	Far North Queensland Region	2
0458	Wallangarra State School	Darling Downs South West Region	2
1192	Wallaville State School	North Coast Region	2
1147	Wheatvale State School	Darling Downs South West Region	2
0292	Windera State School	Darling Downs South West Region	1
0881	Wolvi State School	North Coast Region	2
0615	Woodstock State School	North Queensland Region	2
0947	Wooroolin State School	Darling Downs South West Region	2
0919	Wowan State School	Central Queensland Region	2
0151	Yangan State School	Darling Downs South West Region	2
1098	Yarwun State School	Central Queensland Region	2
1346	Yelarbon State School	Darling Downs South West Region	2
0372	Yuleba State School	Darling Downs South West Region	2

SCHEDULE 3 - Leave Entitlements

This Schedule provides a summary of Teacher Aides' leave entitlements and must be read in conjunction with the authority source instruments and document(s). This Schedule does not replace the source instruments if there is a discrepancy.

Leave Type	Summary	Authority Source
Annual Leave	<p>Permanent and Temporary Teacher Aides may accumulate 4 weeks (20 days) annual leave.</p> <p>Teacher Aides must take their annual leave during the first 4 weeks (20 days) of the summer school vacation period, excluding the mandatory public holidays.</p>	<p><i>Industrial Relations Act 2016 (Qld) General Employees (Queensland Government Departments) and Other Employees Award – State 2015 Directive 4/17 – Recreation Leave</i></p> <p>Departmental Documents – <i>Employee Leave Policy</i> <i>Employee Leave Procedure</i> <i>Employee Leave Entitlements Guideline</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>(a) The death of a member of their immediate family or household; or</p> <p>(b) The Teacher Aide, or the Teacher Aides spouse, is pregnant and the pregnancy ends other than by the birth of a living child.</p> <p>Casual Teacher Aides are entitled to at least 2 days of unpaid bereavement leave.</p>	<p><i>Industrial Relations Act 2016 (Qld) General Employees (Queensland Government Departments) and Other Employees Award – State 2015 Directive 5/17 – Special Leave</i></p> <p>Departmental Document – <i>Employee Leave Entitlements Guideline</i></p>
Industrial Relations Education Leave	Permanent and Temporary Teacher Aides may be granted up to 5 days non-cumulative leave as provided within the Agreement.	<i>Department of Education Teacher Aides' Certified Agreement 2022 (Clause 3.5)</i>
Jury Service and Court Attendance	Permanent and Temporary Teacher Aides are entitled to leave and associated allowances if subpoenaed to attend court as a witness or required to undertake jury service.	<p><i>Industrial Relations Act 2016 (Qld) Directive 13/14 – Court Attendance and Jury Service</i></p> <p>Departmental Documents – <i>Employee Leave Procedure</i> <i>Employee Leave Entitlements Guideline</i></p>
Leave for Study and Examination Purposes	Teacher Aides may be eligible to apply for study and research assistance in accordance with relevant industrial instruments.	<p><i>Directive 9/18 – Study and Examination Leave</i></p> <p>Departmental Documents – <i>Employee Leave Policy</i> <i>Employee Leave Procedure</i> <i>Employee Leave Entitlements Guidelines</i> <i>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>An employee is to give timely notice of the date from which long service leave is to take effect.</p>	<p><i>General Employees (Queensland Government Departments) and Other Employees Award – State 2015 Directive 11/18 - Long Service Leave</i></p> <p>Departmental Document – <i>Employee Leave Entitlements Guidelines</i></p>

Leave Type	Summary	Authority Source
Parental Leave	<p>Parental Leave includes birth-related Leave, Adoption Leave and Cultural Parent Leave, or Surrogacy Leave.</p> <p>Eligible Teacher Aides may be entitled to:</p> <ul style="list-style-type: none"> (a) Long birth-related leave, adoption and cultural leave or surrogacy leave of 14 weeks (b) Pre-natal, pre-adoption or pre-surrogacy leave up to a total of 38 hours (c) 52 weeks of unpaid leave (d) Flexible parental leave of up to a maximum of 30 days. <p>An application for parental leave form (DoE employees only) must include the start and end date of the leave and sufficient written evidence to satisfy a reasonable person of the birth-related, adoption, surrogacy or cultural parent leave.</p>	<p><i>Industrial Relations Act 2016 (Qld) General Employees (Queensland Government Departments) and other Employees Award – State 2015 Directive 05/20 – Paid Parental Leave</i></p> <p>Departmental Documents – <i>Parental Leave Policy</i> <i>Parental Leave Procedure</i></p>
Purchased Leave	<p>Eligible Teacher Aides may consider an application for purchased leave.</p>	<p><i>Directive 05/17 – Special Leave</i> <i>Directive 01/19 – Leave without salary credited as Service</i> <i>PSC Guideline – Implementing purchased leave arrangements</i></p> <p>Departmental Document – <i>Purchased leave and Deferred Salary Scheme Procedure</i></p>
Sick Leave / Carers Leave	<p>Permanent and Temporary Teacher Aides may accumulate up to 10 days sick leave per year of service.</p> <p>Teacher Aides' may use their sick leave for:</p> <ul style="list-style-type: none"> (a) Any illness that will cause them to be absent from work; or (b) To care for or support members of their immediate family or household: <ul style="list-style-type: none"> (i) when they are ill; or (ii) because an unexpected emergency arises in relation to the person; or (c) A person who has experienced domestic violence. (d) An application for sick leave of more than three days must be supported by sufficient evidence of the illness acceptable to the Chief Executive's delegate (e.g. doctor's certificate, health practitioner's certificate, statutory declaration). 	<p><i>Industrial Relations Act 2016 (Qld) General Employees (Queensland Government Departments) and Other Employees Award – State 2015 Directive 06/20 – Sick Leave</i></p> <p>Departmental Document – <i>Employee Leave Entitlements Guideline</i></p>
Special Leave	<p>Teacher Aides may be granted, paid or unpaid special leave, based on an application for discretionary or non-discretionary leave.</p>	<p><i>Directive 05/17 – Special Leave</i></p> <p>Departmental Documents – <i>Employee Leave Policy</i> <i>Employee Leave Procedure</i> <i>Employee Leave Entitlement Guideline</i></p>
Meritorious Sick Leave	<p>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 on application.</p>	<p><i>Directive 06/20 – Sick Leave</i></p>

Leave Type	Summary	Authority Source
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> Departmental Document – <i>Employee Leave Entitlements</i> <i>Guideline</i>
Domestic and Family Violence Leave	Teacher Aides are entitled to a minimum 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.	<i>Industrial Relations Act 2016 (Qld)</i> <i>Public Sector Act 2022</i> <i>Directive 03/20 – Support for employees affected by domestic and family violence</i> Departmental Documents – <i>Instrument of Authorisation</i> <i>Director-General's Powers</i> <i>Part SA of the</i> <i>Domestic and Family Violence</i> <i>Protection Act 2012</i> <i>Supporting Staff affected by Domestic & Family Violence Policy</i> <i>Employee Leave Entitlements</i> <i>Guideline</i>
Pandemic Leave	Teacher Aides may be entitled to a maximum of 20 days paid special pandemic leave in the event of a health pandemic when they are unable to attend work or perform duties because they: (a) Have a viral infection and have exhausted their sick leave entitlement; and/or (b) Are required to care for an immediate family or household member and have exhausted their sick leave entitlement; and/or (c) Are required to care for child/children due to the closure of a school or childcare centre and have exhausted their sick leave entitlement.	<i>Directive 01/20 – Employment Arrangements in the Event of a Health Pandemic</i>

SCHEDULE 4 - Regional Consultative Committee - Terms of Reference

1. Introduction

The *Department of Education Teacher Aides' Certified Agreement 2022* (Agreement) provides for the establishment of an appropriate number of RCCs under clause 2.5.

2. Functions and roles

- a. The Department acknowledges the role of RCC as a mechanism to ensure consistent application of policy and agreements reached at the central level.
- b. RCCs provide an effective forum for consultation to oversee and ensure consistent understanding and implementation of matters contained within the Agreement.
- c. The work of RCCs includes monitoring the implementation of the Agreement, collecting and disseminating information and data and all other matters that require consultation at a regional level.
- d. RCCs will:
 - i. promote a relationship based on trust;
 - ii. strengthen relationships;
 - iii. search for mutual gains while managing conflicts of interest; and
 - iv. arrive at fair outcomes in an effective and efficient manner.
- e. The RCCs will consider proposals submitted by local consultative committees.

3. General guidelines

- a. Teacher Aides who are nominated by the Union or the Department will be allowed adequate paid time to perform their associated duties and to discharge their responsibilities effectively.
- b. Release time is provided in clause 2.5 of the Agreement.

4. Membership of the RCC

- a. Membership of each RCC shall be agreed between the parties and comprise of equal representation of Department management and UWU nominees.
- b. Department representative will be led by each Director, Business Partnering and the Union will have representation of up to four union delegates and one union officer.
- c. RCC membership is provided in clause 2.5(h) of the Agreement.

5. Confidentiality and information sharing

All parties recognise that some matters need to be treated as confidential. When the RCC determines that a matter is to be kept confidential, no member of the committee is to relate the information to any other person without the prior approval of the committee.

6. Reporting requirements

RCCs will provide an annual report to the Teacher Aide Consultative Committee (TACC) as provided in clause 2.5 of this Agreement.

SCHEDULE 5 - Teacher Aide Consultative Committee - Terms of Reference

1. Introduction

The *Department of Education Teacher Aides' Certified Agreement 2022* provides for a consultative framework to be conducted through the following guiding principles:

- (a) 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;
- (b) appropriate processes should be in place to consult with employees who are affected by implementation of matters contained within this Agreement;
- (c) 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.

2. Functions and roles

- (a) 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 Aboriginal people and Torres Strait Islander people employment);
 - work-life balance;
 - temporary to permanent conversion and reviews;
 - matters relating to OO4 position within schools;
 - how management of the Teacher Aide Standard Job Model is being implemented across the state.
- (b) Regional Consultative Committees will provide an annual report to the TACC for the final TACC meeting of the year (e.g. Term 4).
- (c) Review matters as required from the Regional Consultative Committees.

3. Reporting Requirements

- (a) The TACC 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.
- (b) The TACC is required to report to the Deputy Director-General and Director-General.
- (c) Other reporting requirements exist in the following sections of the Agreement:
 - An obligation at clause 2.7(b) of this Agreement to report (by region) data in respect of temporary and permanent employment;
 - An obligation at clause 12.1(e) 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 clause 12.2(d) of this Agreement to report (by region) data in respect of the number of Teacher Aides who progress from OO3 to OO4.

4. Membership of the TACC

Membership is to comprise of representation from the Department and the Union.

SCHEDULE 6 - Youth Detention Centres – Roster Arrangements

1. Application and operation of Schedule

- a. This Schedule applies to Teacher Aides employed by the Department who work in the following education units:
 - i. the Brisbane Youth Education and Training Centre (BYETC) which is the education unit situated within the Brisbane Youth Detention Centre;
 - ii. the Cleveland Education and Training Centre (CETC) which is the education union situated within the Cleveland Youth Detention Centre; and
 - iii. the West Morton Education and Training Centre (WMETC) which is the educational unit situated within the West Morton Youth Detention Centre.
- b. The parties acknowledge that BYETC, CETC and WMETC are not educational institutions (state schools) established under the *Education (General Provisions) Act 2006* (Qld) and that they are education units developing education programs under the *Youth Justice Act 1992* (Qld).
- c. The parties acknowledge that the State of Queensland (Department of Children, Youth Justice and Multicultural Affairs) (DCYJMA) expanded the educational calendar within BYETC, CETC and WMETC from 40 weeks to 48 weeks in response to recommendations within the Independent Review of Youth Detention Report.
- d. The provisions of this Schedule prevail over the provisions of the body of this Agreement to the extent of any inconsistency between the Schedule and the Agreement.

2. Purpose

The purpose of this Schedule is to enable the employment arrangements in the body of this Agreement to operate in BYETC, CETC and WMETC where the delivery of an education program extends beyond 40 weeks of each year.

3. Roster arrangements and shift patterns

- a. The Department will publish a roster arrangement at BYETC, CETC and WMETC to illustrate how it will organise its workforce into shift patterns that can deliver the 48-week educational programs established by DCYJMA.
- b. The Department will consult with the Union and the majority of affected employees in accordance with PART 2 (Consultation) of the Agreement (i.e. the Local Consultative Committee process) before establishing new roster arrangements at BYETC, CETC and WMETC.
- c. The on-shift, off-shift (including paid leave) elements of each annual shift pattern at BYETC, CETC and WMETC must be equal (in total quantum) to the annual shift pattern in state schools.
- d. The Department will allocate employees to shift patterns at BYETC, CETC and WMETC in accordance with the relevant provisions in the Agreement.

4. Shift exchange

- a. To promote flexibility and work-life balance the Department may permit employees to exchange shifts on a week-for-week basis. An employee's application to exchange shifts must:
 - i. be submitted to the Principal of the relevant educational unit;
 - ii. carry the consent of all employees named in the application;
 - iii. include sufficient detail for the Principal to understand the request;
 - iv. preserve each employee's annual quantum of on-shift / off-shift days; and
 - v. be approved or declined by the Principal within a reasonable time.
- b. The Principal may assist employees to negotiate shift exchange agreements.

5. Pattern changes and consultation

- a. The Department will consult employees on the proposed allocation of shift patterns in accordance with PART 2 (Consultation) of this Agreement.
- b. The Department may reallocate employees from one shift pattern to another during the course of each year to ensure the adequate resourcing of its educational units.
- c. Following consultation, the following principles apply to pattern changes:
 - i. Mid-year pattern changes should be avoided wherever possible.
 - ii. The Department must give each affected employee at least ten weeks' notice of the pattern change before it is due to take effect. However, this notice period may be shortened by mutual agreement.
- d. If an employee requests a pattern change, the request must be approved or declined by the Principal within a reasonable time.

6. Management of annual leave

- a. An employee's entitlement to annual leave must be equal (in total quantum) to the annual leave entitlement owed to Teacher Aides located in state schools.
- b. Roster arrangements will identify when annual leave is to be taken. Where the employee and Principal agree, annual leave may be taken at any other time.

7. Standard job model and transitional arrangements

- a. PART 8 (Standard Job Model) and PART 9 (Transition to standard job model) of the Agreement apply to employees under this Schedule.
- b. The following conditions apply during the transition period to cater for the 48-week educational program:
 - i. During the transition period, an employee's entitlement to provisional accumulated days off (ADO) must be equal (in total quantum) to the provisional ADO entitlement provided to Teacher Aides in state schools.
 - ii. During the transition period, roster arrangements will identify when provisional ADO are to be taken. The employee and Principal may agree for the ADO to be taken at any other time during the transition period.

8. Eligibility for Educational support for students with disability allowance

- a. In recognition of the unique education environments of youth detention centres, Teacher Aides employed in BYETC, WMETC and CETC are eligible for the Educational Support for Students with Disability Allowance (clause 7.1 of the Agreement) of \$49 per fortnight (no pro rata).
- b. For the avoidance of doubt, in relation to Teacher Aides under this Schedule, eligibility for the allowance is determined based on the employee working in the education unit and not determined as set out in clause 7.1(a).

9. Transfer and deployment

The transfer and deployment of employees into traditional state school settings will take place in accordance with the transfer and deployment provisions of the Agreement.

SCHEDULE 7 - OO4 Teacher Aide Undertaking

Pursuant to clause 12.2 of the *Department of Education Teacher Aides' Certified Agreement 2022*, as an OO4 Teacher Aide, I commit to performing higher level duties that are consistent with the generic OO4 Teacher Aide role description.

The following list of indicative actions are provided to assist in the identification of suitable duties, but are not intended to be an exhaustive list of actions that may be agreed for each criterion.

- 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 an OO4 Teacher Aide can extend beyond the actions identified and agreed 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)

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.

