

EXPLANATORY NOTES

Proposed *Department of Education Teacher Aides' Certified Agreement 2025*

**This document reflects the changes in the proposed agreement compared with the current agreement.
This document must be read in conjunction with the proposed agreement.**

Introduction

1. In this document reference to the 'current agreement' means the *Department of Education Teacher Aides' Certified Agreement 2022* and reference to the 'proposed Agreement' means the proposed *Department of Education Teacher Aides' Certified Agreement 2025*.
2. This document is in numerical order according to the clause numbers in the proposed Agreement. Unless specified otherwise, the explanatory notes are referring to the proposed Agreement clauses.
3. For each clause there is an explanation of how the existing provision or entitlement has translated from the current agreement to the proposed Agreement. New entitlements and provisions are identified.
4. Clause numbers may vary from the current agreement due to the removal of some clauses, introduction of new clauses and reordered/restructuring of existing parts and clauses.
5. Technical changes have been made throughout the proposed Agreement that are not included in the explanatory notes, including:
 - (a) changes to address grammar and formatting (e.g. consistent use of capital letters and numbering);
 - (b) updates to previous implementation/effective dates of provisions that are to continue, where required;
 - (c) updates to legislation references throughout the proposed Agreement, where required.
6. This document is to be read in conjunction with the explanatory materials explaining the Consumer Price Index Uplift Adjustment (CUA) entitlements and provisions under clause 6.1 (Wage increases) of the proposed Agreement.
7. All explanatory materials, including a copy of these Explanatory Notes are available on the Department's internet (<https://qed.qld.gov.au/>) and intranet: <https://intranet.qed.qld.gov.au/Services/HumanResources/payrollhr/awardspayscales/Pages/teacher-aide-awards-agreements.aspx>
8. In this document, 'Union' or 'UWU' means the United Workers' Union, Industrial Union of Employees, Queensland and 'Department' means the Department of Education.

For the purposes of these explanatory notes:

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

Department means the Department of Education

IR Act means the *Industrial Relations Act 2016*.

SJM means the Standard Job Model in Part 8 of the proposed Agreement.

Union or **UWU** means the United Workers' Union

Further information on the proposed Agreement

If you would like further information on the proposed Agreement please visit the OnePortal page found [here](#) or contact the Industrial Relations Team via the [SCO enquiry form](#).

Summary of key changes

- No less than an 8% guaranteed increase to wages over three years. The first 3% wage increase will be backdated to 1 November 2025 to eligible employees. Employees may receive up to 10.5% over the life of the Agreement where further wage increases attributable to the Consumer Price Index Uplift Adjustment (CUA) are payable.
- New Consumer Price Index Uplift Adjustment (CUA) provisions (replaces the Cost of living adjustment (COLA) payment in the current agreement).
- Revised *Filling Teacher Aide Vacancies* process and principles: facilitates optimal part-time employment arrangement for Teacher Aides.
- Enhancements to the Educational Support for Student with Disability (ESSD) Allowance:
 - rate increased from \$49 to \$60 per fortnight on date of certification, then on 1 November 2026 and 1 November 2027 by wage increases; and
 - automatic payment to Teacher Aides in Queensland Children Hospital Schools (including regional hospital education programs) from the date of certification.
- NEW Interim Administration of Medication Allowance of \$17.30 per fortnight.
- Increased Toilet Cleaning Allowance from \$2.53 to \$7.00 per day.
- Enhancements to the flexibility of Teacher Aide Professional Development Days occurring on Students Free Days.
- Communication Allowance increased annually in accordance with wage increases.
- Rest pauses: Teacher Aides can elect to combine the two 10-minute rest pauses into a 20-minute block, by mutual agreement with the Principal.
- Maximum TOIL credit increased from 15 hours to 16 hours per day for overnight camps/excursions and school functions.
- Dispute Resolution provisions clarify union representation at each stage of the process, changes to some timeframes, and requirement for written communication to all parties outlining the outcome when a resolution is reached.
- Casual employment maximum outer limit changed from 12 weeks to 6 months.
- Clarification around workers' compensation and vacation pay under the Standard Job Model.
- Update the list of 1 and 2 Teacher Classroom Schools in Schedule 2.
- Clarification of Standard Job Model roster arrangements which apply to Teacher Aides in rural and remote schools operating a 39 week school year.

The Structure - The proposed Agreement contains 14 parts and nine schedules as follows:

Part	Title	Clauses
Part 1	Preliminary	1.1 Title 1.2 Application 1.3 Date and period of operation 1.4 Access to the Agreement 1.5 Relationships to Award 1.6 Definitions 1.7 Objectives of the Agreement 1.8 Commitments of the Agreement 1.9 Employment security 1.10 Equity considerations 1.11 Negotiations for a replacement agreement 1.12 No further claims
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Part 3	Collective Industrial Relations and Union Encouragement	3.1 Collective industrial relations 3.2 Function of union workplace delegates 3.3. Union encouragement 3.4 Protocol for school visits 3.5 Industrial relations education leave 3.6 International Labour Organisation (ILO) conventions
Part 4	Dispute Resolution	4.1 Statement of intent 4.2 Maintenance of the status quo 4.3 Dispute resolution process 4.4 Matters involving conduct and inappropriate workplace behaviour
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Part 6	Wage Rates	6.1 Wage increases 6.2 Eligibility 6.3 Payment of the CUA 6.4 Salary Schedules and Other Financial Elements 6.5 Definitions 6.6 Equal remuneration 6.7 Award and certified agreement wages 6.8 Salary packaging
Part 7	Allowances	7.1 Educational support for students with disability (ESSD) allowance 7.2 Laundry allowance for damaged clothing 7.3 Toilet cleaning allowance 7.4 Kilometric allowance 7.5 First Aid allowance 7.6 Supervision allowance for remote schools and rural communities 7.7 Communication allowance

Part	Title	Clauses
		7.8 Specialised health procedure 7.9 Interim administration of medication allowance
Part 8	Maintenance of Hours of Work	8.1 Purpose, objectives and framework 8.2 Employment of Teacher Aides on the Standard Job Model 8.3 Hours of work 8.4 Preserved arrangements and the standard job model 8.5 Rest pauses 8.6 Additional hours 8.7 Payment of wages – school vacation periods 8.8 Leave entitlements and the standard job model 8.9 Workers' compensation
Part 9	Maintenance of Hours of Work	9.1 General 9.2 Filling of vacancies 9.3 Reduction in the need for Teacher Aides
Part 10	Permanent Teacher Aide Relief	10.1 General 10.2 Absence relief
Part 11	Classification and Progression	11.1 Progression to OO3 Teacher Aide 11.2 Progression to OO4 Teacher Aide 11.3 Preserved OO4 employees 11.4 Teacher Aide - Auslan Language Model/Educational Interpreter/Braille
Part 12	Transfer and Deployment	12.1 High compassionate transfer 12.2 Deployment eligibility 12.3 Required transfer process
Part 13	Workforce Management	13.1 Multiple hire 13.2 Bus and playground duty 13.3 Professional development 13.4 Multi-skilling 13.5 Behaviour management 13.6 First Aid training and duties 13.7 Use of traineeships 13.8 Blue Card
Part 14	Workplace Health and Safety and Wellbeing	14.1 Statement of intent 14.2 Consultative mechanisms 14.3 Work-life balance commitment 14.4 Workplace, health and safety training 14.5 Workplace, health and safety programs and strategies 14.6 Hepatitis A and B vaccinations
Schedule 1	Wage Rates	
Schedule 2	One and Two Teacher Classroom Schools	
Schedule 3	Leave Entitlements	
Schedule 4	Regional Consultative Committee – Terms of Reference	
Schedule 5	Teacher Aide Consultative Committee – Terms of Reference	
Schedule 6	Youth Detention Centres – Roster Arrangements	
Schedule 7	OO4 Teacher Aide Undertaking	
Schedule 8	Queensland Government Commitment to Union Encouragement	
Schedule 9	Table of ordinary hours and specified weekly hours	
<i>Signatories page</i>		

Title page and Table of Contents

Updated to reflect the proposed Agreement title and table of contents.

Changes for each clause explained below.

Part 1 Preliminary

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 1.1. to 1.12 below.

1.1 Title

The title has been changed from '*Department of Education Teacher Aides' Certified Agreement 2022*' to '*Department of Education Teacher Aides' Certified Agreement 2025*'.

1.2 Application

This is existing clause 1.2 of the current agreement with a technical fix to reflect the correct title for the Director-General in the Department of Education.

1.3 Date and period of operation

This is existing clause 1.3 of the current agreement with changes to reflect the in-principle agreement between the Department and UWU (the parties) regarding the date and period of operation as follows:

- The proposed Agreement will operate from certification date (this means the date the Queensland Industrial Relations Commission certifies the proposed Agreement in accordance with the IR Act 2016) and remain in force until 31 October 2028 (nominal expiry date).
- The second sentence in the existing clause that states '*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*' has been omitted. The first wage increase and increased communication allowance will be payable from 1 November 2025 – this is covered in the specific clause itself. All other conditions apply from date of certification.

1.4 Access to the Agreement

This is existing clause 1.4 of the current agreement. This clause is unchanged.

1.5 Relationship to Award

This is existing clause 1.5 of the current agreement. This clause is unchanged.

1.6 Definitions

This is existing clause 1.6 of the current agreement. The proposed Agreement includes amended, new or omitted definitions as follows:

Omitted definitions: Educational Facility; Priority Learning Areas; Systems Implementation Date; Transition period. As these are not used in the proposed Agreement.

Amended definitions: Agreement; Ordinary Hours; Rostered Hours. As relates to Preserved Employees and to remove reference to the SJM transitional provisions.

New definitions: ALM; EI.

1.7 Objectives of this Agreement

This is the existing clause 1.7 of the current agreement. The proposed Agreement includes slight amendments to remove references from supporting the 'introduction' of a 'new model of employment' to supporting the 'implementation' of the 'standard job model'.

Further clarification in this clause that:

- 30 hours per week/6 hours per day is referring to ‘ordinary’ hours
- A new sub-clause about employment on a permanent basis is the default. A similar provision is also in the proposed Agreement at clause 5.1 (b).

1.8 Commitments of the Agreement

Existing clauses 1.8 (a), (b) and (c) of the current agreement have been omitted or amended as follows:

- The entirety of clauses 1.8(a) and (b) have been replaced in the proposed Agreement as the reviews have been completed during the life of the current agreement. A new clause 1.8(a) has been inserted that states: *‘Recommendations made by the Review of State School Resourcing Arrangements, referred to in clause 1.8(a)(i) of the Department of Education Teacher Aides’ Certified Agreement 2022, are to be reported to the Teacher Aide Consultative Committee upon the recommendations being made and following approval of Executive Government.’*
- Existing clause 1.8(c) has been renumbered as clause 1.8(b) with amendments to reflect that the commitment to develop an online education package was met during the life of the current agreement. As the education package is now in operation, clause 1.8(b) provides that the Department commits to update the education package within three months of certification of the proposed Agreement. The updates will reflect the proposed Agreement.

1.9 Employment security

This is existing clause 1.9 of the current agreement. This clause is unchanged.

1.10 Equity considerations

This is existing clause 1.10 of the current agreement. This clause is unchanged.

1.11 Negotiations for replacement agreement

This is existing clause 1.11 of the current agreement. This clause is unchanged.

1.12 No further claims

This is existing clause 1.12 of the current agreement with an amendment to omit the existing reference to clause 1.8 in clause 1.12(b) as the contents of clause 1.8 have changed and not required in the no further claims clause.

Part 2 Consultation

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 2.1 to 2.7 below.

2.1 Consultation principles and requirements

This is existing clause 2.1 of the current agreement. This clause is unchanged.

2.2 Group consultation

This is existing clause 2.2 of the current agreement with some minor amendments for consistency with terminology used in the new clause 9.2 (Filling of Vacancies) to reflect group consultation occurs regarding the allocation of vacant hours (permanent and temporary).

2.3 Process of consultation

This is clause 2.3 of the current agreement with an amendment to omit clause 2.3(g) in the proposed Agreement, which refers to Part 9 (Transition to Standard Job Model) in the current agreement. The transition to the SJM is complete.

2.4 Local Consultative Committee

This is existing clause 2.4 of the current agreement. This clause is unchanged.

2.5 Regional Consultative Committee

This is clause 2.5 of the current agreement. The proposed Agreement reflects that Regional Consultative Committees (RCCs) are in operation and will continue for the life of the proposed Agreement (i.e., current provisions dealing with the establishment of RCCs and initial RCC meetings have been omitted). Existing clause 2.5(k) dealing with a review of RCCs has been replaced with clause 2.5(j) which provides that the RCC Terms of Reference may be reviewed by the Teacher Aide Consultative Committee and any proposed changes will be by agreement between the parties.

2.6 Teacher Aide Consultative Committee

This is existing clause 2.6 of the current agreement. This clause is unchanged.

2.7 Workforce reporting

This is clause 2.7 of the current agreement with minor amendments to new starter reports (clause 2.7(a)) and employment status reports (clause 2.7(b)) clarifying work location data for both types of reports to include 'region'.

Part 3 Collective Industrial Relations and Union Encouragement

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 3.1 to 3.6 below.

3.1 Collective industrial relations

This is existing clause 3.1 of the current agreement. This clause is unchanged.

3.2 Function of union workplace delegates

This is clause 3.2(c) of the current agreement. This clause is unchanged except for the removal of 'facsimile machines' in clause 3.2(c) as such telecommunications are no longer in use.

3.3 Union encouragement

This is existing clause 3.3 of the current agreement. This clause is unchanged.

3.4 Protocol for school visits

This is existing clause 3.4 of the current agreement. This clause is unchanged.

3.5 Industrial relations education leave

This is existing clause 3.5 of the current agreement. This clause is unchanged.

3.6 International Labour Organisation (ILO) conventions

This is existing clause 3.6 of the current agreement. This clause is unchanged.

Part 4 Dispute Resolution

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 4.1 to 4.4 below.

4.1 Statement of intent

This is clause 4.1 of the current agreement. The intention of the clause remains the same, with only one change at clause 4.1(b) which references the 'number of disputes' rather than the 'level of disputation'.

4.2 Maintenance of the status quo

This is existing clause 4.2 of the current agreement. This clause is unchanged.

4.3 Dispute resolution process

This is existing clause 4.3. Clause 4.3(a) has been amended in the proposed Agreement to support industrial obligations under dispute resolution processes.

The stage 1 referenced in clause 4.3 (a) has been amended from a timeline of 2 working days to 5 working days.

The stage 2 process referenced at clause 4.3(b) has been amended from a timeline of 5 working days in the current agreement to 7 working days.

Clause 4.3(c) which refers to the stage 3 process remains as 7 working days as per the current agreement.

Other amendments as follows:

- At all three stages of the dispute resolution process in clauses 4.3 (a) to (c):
 - the term ‘Union Representative’ replaces ‘Union delegate’ and ‘State Secretary of the Union or nominee’ as a broader term and reflects a Teacher Aides’ right to consult or be represented by a Union Representative throughout the entire dispute resolution process; and
 - new clauses providing that all relevant documentation is to be provided during the process and for written communication to be provided to all parties when a resolution is reached outlining the outcome.
- At stage 3 (Resolution at central office): new provisions at clause 4.3 (c)(ii) A and setting out the Director-General’s responsibilities regarding investigations and appointment of an investigating officer.

4.4 Matters involving conduct and inappropriate workplace behaviour

This is existing clause 4.4 of the current agreement. This clause is unchanged.

Part 5 Employment Relationship

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 5.1 to 5.7 below.

5.1 Types of employment

This is existing clause 5.1 of the current agreement. This clause is unchanged.

5.2 Full-time employment

This is existing clause 5.2 of the current agreement. This clause is unchanged.

5.3 Part-time employment

This is existing clause 5.3 of the current agreement. This clause is unchanged.

5.4 Casual employment

This is existing clause 5.4 of the current agreement. This clause is unchanged.

5.5 Fixed term temporary employment

This is existing clause 5.5 of the current agreement. This clause is unchanged.

5.6 Circumstances where fixed term or casual employment can be considered

This is clause 5.6 of the current agreement with amendments as follows:

- the maximum outer limit in existing clause 5.6(c) has been extended to six months (currently it is a school term or up to 12 weeks, whichever is the lesser) as set out in clause 5.6(b));
- omitted existing clause 5.6(e) dealing with backfill beyond 12 weeks of an employee who is on workers' compensation as the maximum outer limit for all casual employment has been extended to six months;
- existing clause 5.6(b) amended to remove the words 'wherever possible' so that the replacement clause 5.6(c) states '*where a vacancy of two months or more exists, a fixed term temporary Teacher Aide will be engaged to fill the vacancy in preference to casual employment*';
- new clause 5.6(d) providing that '*if, throughout the casual engagement it is identified that the vacancy may extend beyond six months, the Principal (or their delegate) will undertake to fill the vacancy in accordance with clause 9.2 Filling of vacancies*';
- existing clause 5.6(a) remains the same except for removing the second sentence consistent with other changes to the clause.

5.7 Conversion of fixed term temporary or casual employment

This is existing clause 5.7 which remains the same except for the removal of sub-clause (c) as it refers to the implementation of SJM which has already been completed.

Part 6 Wage Rates

This is an existing part in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 6.1 to 6.8 below. As noted on the first page of this document, refer also to explanatory material specifically on wage increases and the CUA available on the Department's website.

6.1 Wage increases

This is clause 6.1 of the current agreement amended to set out the wage increases of 3% on 1 November 2025; 2.5% on 1 November 2026; and 2.5% on 1 November 2027 under the proposed Agreement. Included are provisions for the CPI Uplift Adjustment (CUA) which replaces the cost-of-living lump sum payment in the current agreement.

6.2 Eligibility

This is a new clause. This clause explains the eligibility to receive wage increases and CUA.

6.3 Payment of the CUA

This is a new clause. This clause explains the payment (if eligible) and timeframe to receive CUA.

6.4 Salary Schedules and Other Financial Elements

This is a new clause. This clause explains how CUA effects the salary rates and allowances.

6.5 Definitions

This is a new clause that sets out the definitions applicable to clauses 6.1 to 6.4.

6.6 Equal remuneration

This clause replaces existing clause 6.1(e) regarding equal remuneration and provides a more comprehensive provision setting out the Department's commitment and actions in relation to equal remuneration.

6.7 Award and certified agreement wages

This is clause 6.3 of the current agreement. This clause is unchanged.

6.8 Salary packaging

This is clause 6.5 of the current agreement. This clause is unchanged.

Part 7 Allowances

This is an existing part in the current agreement with changes to existing clauses (where relevant), including a new interim allowance, as outlined for clauses 7.1 to 7.9 below.

7.1 Educational support for students with disability (ESSD) allowance

This is existing clause 7.1 with amendments as follows:

- upon certification, the rate will increase to \$60 per fortnight and be indexed in Year 2 (1 November 2026) and Year 3 (1 November 2027) according to wage increases..
- clause 7.1(b) of the current agreement has been omitted with a new 7.1(b) clause reflecting the increases in allowance over the life of the agreement in a table.
- a new auto payment of the allowance to Teacher Aides in Queensland Children's Hospital schools, regional hospital education programs. Continuation of automatic payment to Teacher Aides in Special Schools and Youth Detention Centres in Schedule 6.

7.2 Laundry allowance and damaged clothing

This is clause 7.2 of the current agreement. This clause is unchanged.

7.3 Toilet cleaning allowance

This is clause 7.3 of the current agreement. This is an Award allowance rate currently at \$2.53 per day. Upon certification, the rate will increase to \$7.00 per day. Reference to Award rate has been omitted as the proposed Agreement contains a higher rate for this Award allowance.

7.4 Kilometric allowance

This is clause 7.4 of the current agreement. This clause is unchanged.

7.5 First aid allowance

This is clause 7.5 of the current agreement and is an Award allowance. The current Award rate of \$4.48 per day has been inserted.

7.6 Supervision allowance for remote schools and rural communities

This is clause 7.6 of the current Agreement. This clause is unchanged.

7.7 Communication allowance

This is clause 7.7 of the current agreement and contains an updated rate table reflecting the rates with the annual wage increases applied.

7.8 Specialised health procedure

This is clause 7.8 of the current Agreement. This clause is unchanged.

7.9 Interim administration of medication allowance

This is a new clause in the proposed Agreement committing the Department to undertake and complete a review of the Administration of Medication within School Procedures within the first 12 months from certification.

Whilst the review is being undertaken, Teacher Aides who volunteer, are trained and approved by the Principal to administer monitored and high-risk prescription medications will receive an allowance of \$17.30 per fortnight (no pro-rata). The allowance will commence on certification of agreement to eligible Teacher Aides.

Should the review determine that Teacher Aides are most suited to voluntarily perform the administration of monitored and high-risk prescription medication, then the interim allowance will be continued for the life of the agreement. See clause 7.9(d) of the proposed Agreement.

Part 8 Standard Job Model

This sets out the employment model for Teacher Aides with changes to existing clauses, where relevant, as outlined for clauses 8.1 to 8.9 below. The SJM has been in operation since 18 January 2024. The proposed Agreement reflects that SJM is fully implemented and operating.

8.1 Purpose, objectives and framework

This is clause 8.1 of the current Agreement with minor amendments clarifying the objectives of the SJM and removing any references to a ‘new process’.

8.2 Employment of Teacher Aides on the standard job model

This is a new clause in the proposed Agreement containing information from existing clause 8.3 with minor rewording to remove reference to ‘implementation date’.

8.3 Hours of work

This is a new clause which references information from clause 8.4 of the current agreement, with the following amendments:

- Existing clause 8.4(a) in the current Agreement has been split into clause 8.3(a) and (b).
- Clause 8.3(e) about rosters start/finish times replicates existing clause 8.4(d) with the minor amendment to include meal breaks and rest pauses.
- A new clause at 8.3(i) in the proposed Agreement replaces 8.4(h) (leap years) of the current agreement, referencing hours of work under the SJM for school years in excess of 40 school term weeks and clarifies the application during 2027.
- New clause 8.3(g)(iii)A which is a reference to a new Schedule 9 that contains a table of ordinary hours and specified hours to assist schools and Teacher Aides to identify what the rostered hours will be for Teacher Aides based on ordinary hours plus the 12.5% component.
- Existing clause 8.4(g)(i) translated to clause 8.3(h)(i) and amended to include an ‘*absence due to Workcover*’. This clarifies application of the existing clause.

8.4 Preserved arrangements and standard job model

Existing clause 8.5 with several amendments to remove references to transition and implementation options for Teacher Aides on preserved arrangements. Amended provisions deal with options for these Teacher Aides during the life of the proposed Agreement.

8.5 Rest pauses

Rest pauses are provided for at Part 17 of the Award. This is a new clause for the proposed Agreement equivalent to the Award with an enhancement enabling Teacher Aides to combine the two 10-minute rest pauses into one 20-minute block, by mutual agreement with the Principal. The clause also provides that rest pauses are to be rostered. A new clause 8.5(d) provides the actual time rest pauses are rostered to be taken on any day may need to be adjusted by the Principal or their delegate due to unforeseen circumstances (e.g. staff absence), in line with operational requirements. Any other adjustments required shall be by agreement. [

8.6 Additional hours

This is clause 8.6 of the current agreement with an amendment to clause 8.6(c)(iv) increasing the maximum TOIL credit from 15 hours to 16 hours per day.

8.7 Payment of wages – school vacation periods

This is clause 8.7 of the current agreement. This clause remains the same with the exception of a small note to state, '*Approved Workers Compensation leave is considered paid leave for the purpose of calculating vacation pay*'.

8.8 Leave entitlements and the standard job model

This is clause 8.8 of the current agreement. This clause is unchanged.

8.9 Workers' compensation

This is clause 8.9 of the current agreement with clause 8.9(a) and (b) remaining the same. An additional statement at clause 8.9(c) has been included to clarify that any absences on an approved worker's compensation application are deemed to be paid leave for the calculation of school vacation periods.

NOTE – the whole of existing Part 9 (Transition to Standard Job Model) in the current agreement has been omitted as these were transitional provisions for the introduction of SJM and are no longer necessary or operating.

Part 9 Maintenance of Hours of Work

This is an existing part in the current agreement (Part 10) with changes to existing clauses, where relevant, as outlined for clauses 9.1 to 9.3 below.

9.1 General

Omitted existing clause 10.1 and 10.3(c) as they dealt with transitional matters. All remaining existing clauses 10.2 and 10.3 were amended for succinctness and for consistency with the new filling vacancy process at clause 9.2. Clause 10.4 in current agreement has been omitted in its entirety.

9.2 Filling of vacancies

The proposed Agreement contains the filling vacancies process to be followed by Principals (or their delegate) and Teacher Aides in its entirety. There is no longer a reference to developing a guideline. The guideline developed and operating under the current agreement will cease on certification of the proposed Agreement.

The key elements of clause 9.2 are:

- Teacher Aides will only be required to opt out in writing at the beginning of the year (not on each occasion there are available hours to fill). A Teacher Aide can at any time during the year withdraw or vary in writing their decision regarding their hours of work.
- At the time hours are available to fill, a Teacher Aide who has not previously notified the Principal they wish to 'opt out' may 'opt out' at that time in writing.
- The Principal must notify Teacher Aides who wish to increase their hours that there are hours to fill.

The filling vacancies process contains a mechanism for existing Teacher Aide/s to pursue should they dispute (a grievance) a Principal's decision to recruit new Teacher Aides. The process involves:

- The Principal must notify the relevant School Supervisor of the grievance and seek their approval before proceeding to recruiting; and
- The relevant School Supervisor prior to giving any approval to the Principal must consult with the Union regarding the grievance.

The process prescribes how a Principal determines filling a vacancy with existing staff which involves:

- First, identify and offer hours to Teacher Aides in the following priority:
 - 1) High compassionate and required transfers;

- 2) Existing permanent Teacher Aides in the school. The distribution of hours is to be in accordance with the employees' length of service with the Department as a Teacher Aide, with the longest serving offered hours in the first instance;
- 3) Compassionate and requested transfer; and

- Secondly, if there are no existing Teacher Aides (from above) offered hours, then the Principal may undertake a recruitment process utilising normal department policies/procedures.

9.3 Reduction in the need for Teacher Aides

This is clause 10.5 of the current agreement. This clause is unchanged.

Part 10 Permanent Teacher Aide Relief

This is existing Part 11 in the current agreement with changes to existing clauses, where relevant, as outlined for clauses 10.1 to 10.2 below.

10.1 General

This is clause 11.1 of the current agreement. This clause is unchanged.

10.2 Absence relief

This clause combines 11.2 and 11.3 of the current agreement and removes references to central funding and school purchased relief as funding is not an industrial matter. The Department determines funding arrangements and matters regarding funding should be directed to the relevant area.

The current thresholds for relief where Teacher Aides are absent in existing clause 11.3 are retained, however have been reworded for improved readability.

Additionally, existing clause 11.2(b) has been replaced with a new clause 10.2(d) outlining that, notwithstanding clauses 10.2(a) to (c), Principals may approve the school providing immediate relief in any circumstances to ensure effective delivery of education services/workplace health and safety requirements for staff and students.

Part 11 Classifications and Progression

This is equivalent to Part 12 of the current agreement with the addition of a new sub-clause (d) as explained below.

11.1 Progression to OO3 Teacher Aide

This is clause 12.1 of the current agreement. This clause is unchanged.

11.2 Progression to OO4 Teacher Aide

This is clause 12.2 of the current agreement. This clause is unchanged.

11.3 Preserved OO4 employees

This is 12.3 of the current agreement. This clause is unchanged.

11.4 Teacher Aide – Auslan Language Model / Educational Interpreter / Braille

This is a new clause addressing the appointment and progression rules for these Teacher Aides.

Existing clause 6.2 in the current agreement has been omitted as it was a transitional clause for the implementation of SJM.

Part 12 Transfer and Deployment

This is Part 13 of the current agreement with changes to existing clauses, where relevant, as outlined for clauses 12.1 to 12.3 below.

12.1 High Compassionate Transfer

This is 13.1 of the current agreement. This clause is unchanged.

12.2 Deployment eligibility

This is 13.2 of the current agreement. This clause is unchanged.

12.3 Required transfer process

This is 13.3 of the current agreement. This clause is unchanged.

Part 13 Workforce Management

This is Part 14 of the current agreement with changes to existing clauses, where relevant, as outlined for clauses 13.1 to 13.8 below.

13.1 Multiple hire

This is 14.1 of the current agreement. This clause is unchanged.

13.2 Bus and playground duty

This is 14.2 of the current agreement. Omitted existing clause 14.2(b) (*Review Factsheet: Bus and Playground duty – Teacher Aides*) as the work was completed. All other clauses unchanged.

13.3 Professional development

This is clause 14.3 of the current agreement with amendments enabling greater flexibility. The required three professional development days per school year are retained. The key amendments are:

- New provisions enabling flexibility of the third professional development day, via local consultation, to be taken in the last week of the summer vacation.
- New reference to scheduling professional development days in Youth Detention Centres which acknowledges the unique circumstances due to the operation of a 48-week education program.
- Existing clause 14.3((a))(iii)(B) has been amended in new clause 13.3(a)(iv)(C) to permit Principals to conduct mandatory training for certain reasons

13.4 Multi-skilling

This is 14.4 of the current agreement. This clause is unchanged.

13.5 Behaviour management

This is 14.5 of the current agreement. This clause is unchanged.

13.6 First Aid training and duties

This is 14.6 of the current agreement. This clause is unchanged.

13.7 Use of traineeships

This is 14.7 of the current agreement. This clause is unchanged.

13.8 Blue Card

This is 14.8 of the current agreement. This clause is unchanged.

Part 14 Workplace Health and Safety and Wellbeing

This is Part 15 of the current agreement renumbered as 14.1 to 14.6.

14.1 Statement of intent

This is 15.1 of the current agreement. This clause is unchanged.

14.2 Consultative mechanisms

This is 15.2 of the current agreement. This clause is unchanged.

14.3 Work-life balance commitment

This is 15.3 of the current agreement. This clause is unchanged.

14.4 Workplace, health and safety training

This is 15.4 of the current agreement. This clause is unchanged.

14.5 Workplace, health and safety programs and strategies

This is 15.5 of the current agreement. This clause is unchanged.

14.6 Hepatitis A and B vaccinations

This is 15.6 of the current agreement. This clause is unchanged.

Schedule 1 Wage Rates

This is Schedule 1 of the current agreement with the wage rates applicable under the proposed Agreement. The tables are formatted differently to the current agreement for improved readability.

Schedule 2 One and Two Teacher Classroom Schools

This is existing Schedule 2 in the current agreement with an updated indicative list of schools.

Schedule 3 Leave Entitlements

This is Schedule 3 in the current agreement with amendments to reflect current legislation, Directives, policies and procedures. Schedule 3 provides a list of available leave entitlements and their authority (that is, the proposed Agreement is not the source of the entitlement, and should there be a discrepancy between Schedule 3 and the source authority, the source authority prevails).

- A new sentence has been added upfront explaining that the Department's policies and procedures regarding leave entitlements can be found on OnePortal or via myHR.
- Reference to Leave for Study and Examination Purposes has been omitted as this Directive does not apply to Teacher Aides.
- A note has been added about Teacher Aides studying initial teacher education courses and access to Special leave that may be available.
- Reproductive Health Leave has been included.

Schedule 4 Regional Consultative Committee – Terms of Reference

This is Schedule 4 in the current agreement with three minor changes to update the title in Part 1 – Introduction and replace the word '*establishment*' with '*the operation of an appropriate number of Regional Consultative Committees*'. Clause 2 (Functions and roles) sub-clause (c) amended to include reference to RCC's consideration of employee data reports for its region.

Schedule 5 Teacher Aide Consultative Committee – Terms of Reference

This is schedule 5 in the current agreement. This schedule is unchanged, except for an update to the title in the proposed Agreement.

Schedule 6 Youth Detention Centres – Roster Arrangements

This is schedule 6 in the current agreement. This schedule remains the same with the following amendments:

- NEW sub-clause which acknowledges there may be new Youth Detention Centres during the life of the proposed Agreement.

- Omitted – ‘Standard job model and transitional arrangements’ as the transition has been finalised.
- Existing clause 9 (Transfer and deployment) of the current agreement has been retained and renumbered to clause 7 of the proposed Agreement.
- Existing clause 8 (Eligibility for Educational support for student with disability allowance) has been retained with clarification the allowance is payable to any Youth Detention Centre covered by Schedule 6.

Schedule 7 OO4 Teacher Aide Undertaking

This is schedule 7 in the current agreement. This schedule is unchanged.

Schedule 8 Queensland Government Commitment to Union Encouragement

This is Schedule 8 of the current agreement and is a copy of the ‘Queensland Government Commitment to Union Encouragement’ policy published by the Department of the Premier and Cabinet. There are no changes to Schedule 8.

Schedule 9 Table of ordinary hours and specified weekly hours

This is a new schedule. This schedule has been included to support schools with calculating the 12.5% of ordinary weekly (or daily) hours for Teacher Aides under clause 8.3 (Hours of work).

Signatories

The final page of the proposed Agreement is the ‘Signatories’ page which has been amended to reflect current Department and Union representatives.

END