DEPARTMENT OF EDUCATION

TEACHER TRANSFER /
ASSIGNMENT OF PERMANENT
DUTIES
INDUSTRIAL
AGREEMENT
2013
1. TITLE

This Agreement shall be referred to as the Department of Education Teacher Transfer/Assignment of Permanent Duties Industrial Agreement 2013.

2. APPLICATION

This Agreement is between the Minister Administering the State Service Act 2000 and the Australian Education Union Tasmanian Branch and is to apply to all persons employed under the State Service Act 2000 in classifications contained in the Teaching Service [Tasmanian Public Sector] Award.

3. TYPE OF AGREEMENT

This Agreement is an agreement pursuant to Part IV of the Industrial Relations Act 1984 [Tas].

4. DATE AND EFFECT OF DURATION

This Agreement will take effect from 1 May 2013 and will continue in effect until 29 April 2016.

5. ARRANGEMENT

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6. AUTHORITY

6.1 This Agreement does not diminish the statutory power of the Head of Agency as provided for in Section 34(1) (e) of the State Service Act 2000 - "To assign duties to each employee within that Agency and to vary those duties".

6.2 The Head of Agency will delegate the powers to assign duties to teachers and to vary those duties to Nominated Senior Officers.

7. PRIMARY GOALS

7.1 The primary goals of this Agreement are to:

7.1.1 Provide a fair, transparent and equitable process for managing the transfer of teachers between schools and colleges; and

7.1.2 Provide the framework for the fair and equitable assignment of duties to a permanent employee.

7.1.3 Ensure that all students are educated by high performing teachers of comparable skills and experience and all school and college communities have access to appropriately skilled teachers.

7.1.4 To deliver Department of Education Strategic Plan 2012-2015 and School Improvement Plan targets.

8. DEFINITIONS

For the purpose of this Agreement:

8.1 "An appointment" commences upon the assignment of duties to a teacher or a teacher in a promoted position at a new school/college and concludes upon a transfer from that school/college. In determining the length of an appointment, periods of secondment and unpaid leave are excluded.

8.2 "Act" means the State Service Act 2000.

8.3 "The award" means the Teaching Service (Tasmanian Public Sector) Award.

8.4 "Department" means the Department of Education, Tasmania.

8.5 "Eligible service" for non-promoted teachers is earned on appointments within a school/college (listed in Appendix 1) as follows:

- 3 years of service in a Level D school/college
- 4 years of service in a Level B and C schools/colleges; and
- 6 years of service in a Level A school college.
For promoted teachers, *eligible service* is the completion of six years of service in their current school or college.

The years of service accumulated for an *eligible service* transfer may exceed the service period defined so as to enable the transfer to commence at the start of the school/college year.

The conditions relating to prior fixed-term service and/or flexible teaching pool service towards *eligible service* in this Agreement are contained in Appendix 2.

8.6 *"Eligible service priority list"* is a list of teachers or teachers in promoted positions other than a principal, with eligible service in a school/college who are requesting a transfer. The relative priority is based on the number of years they have worked in their current school/college.

8.7 *"Exceptional circumstances"* are conditions of a critical nature affecting the placement of a teacher and could include a serious medical condition of the teacher or immediate family member and disabilities of the teacher or immediate family member.

8.8 *"Flexible Teaching Pool (FTP)"* means that group of permanent employees, including employees whose employment status has been changed in accordance with Employment Direction No. 9 – Change of Employment Status of a Teacher from a Fixed-Term to a Permanent Employee – Department of Education, for a specified period or term.

8.9 *"Geographical location"* means a nominated centre and its environs and includes all locations within a 65 kilometre radius (substantive duties) or 70 kilometre radius (Flexible Teaching Pool duties) of this centre. A teacher who has completed a period of eligible service in Level B, C or D school or college, who is seeking a new appointment, is guaranteed a placement within his/her nominated geographical location, NOT necessarily to a specified school/college of choice within that geographical location.

8.10 *"Nominated Senior Officer"* means a person who has been given delegated responsibility by the Head of Agency to administer this Agreement at Human Resources level.

8.11 *"Required Transfer Category"* means those teachers or teachers in a promoted position, other than a Principal, who have completed their appointment in a school/college of any level.

8.12 *"School or college"* means schools and colleges categorised as Levels A, B, C or D (listed in Appendix 1) where teachers employed under the Award are located.

- Level "D" schools/colleges are isolated schools as defined in Schedule One of the Teaching Service (Tasmanian Public Sector)
Salaries and Conditions of Employment Agreement 2012: “Incentive Payments for Employees in Designated School”.

- Level “C” schools/colleges are those with an agreed difficulty in commuting from an urban centre.
- Level “B” schools/colleges are those with an Occupational Educational Needs Index (OENI) of .68 or greater or are special education facilities.
- Level “A” schools/colleges are all other schools/colleges/DoE workplaces.

8.13 “Secretary” means the Head of the Department of Education.

8.14 “Skill Area” means the broad subject areas (e.g. Art or Science) or grade levels a teacher is qualified for and/or experienced in teaching.

8.15 “Substantive Duties” means ongoing duties assigned to a permanent employee that are not assigned for a specified term or period.

8.16 “Teacher” is a person employed under the State Service Act 2000 to undertake the duties of a teacher (base-grade) within the Department of Education and have a substantive classification at Band 1 as contained in the Award.

*Teachers in promoted positions* are those teachers who have a substantive classification above Band 1 in the Award or the Department of Education (Tasmanian Public Sector) Principals Agreement 2013.

8.17 "Union" means the Australian Education Union, Tasmanian Branch.

9. KEY PRINCIPLES

9.1 These key principles should be read in conjunction with Clause 7 - Primary Goals:

9.1.1 It is expected that all teachers will undertake eligible service during their career in either a Level B or C or D school/college.

9.1.2 Changes in system or school or college needs and the requested transfers of teachers who have completed eligible service are the prime initiators of required transfers.

9.1.3 All teachers to be considered for transfer under this Agreement will be given the opportunity to provide information that is material to the decisions regarding the location of their next assignment.

9.1.4 Staffing of schools/colleges is a management function administered through Human Resources in conjunction with Principals. The delegate of the Secretary is responsible for system-wide co-ordination to ensure this Agreement is consistently implemented across the State.
9.1.5 Poor performance or low skill proficiency should not be used as reasons to transfer teachers. Such situations will be addressed through appropriate performance management measures such as counselling, professional development, and/or inability procedures.

9.1.6 This Agreement will not be used by the employer to transfer teachers under a formal inability process or when disciplinary action is in progress.

9.1.7 In effecting transfers the Department will balance the need to provide staffing stability in schools/colleges with the personal and professional needs of teachers and school/college renewal.

9.1.8 Teachers who have completed eligible service in Level C or D schools/colleges will not be required to undertake a further appointment in a Level C or D school/college during their career. This does not preclude a required transfer within a Level C or D geographical location at the completion of an assignment when the employee wishes to continue to reside in that geographical location.

9.1.9 Wherever possible, teachers who complete eligible service in a Level B school/college will not be required to undertake a further appointment in a Level B school/college provided that by agreement between the teacher and Human Resources a teacher may undertake further eligible service in a level B school/college.

9.1.10 Wherever possible, positions that are vacant will be filled by requested transfers.

9.1.11 The principle of 'natural justice' will underpin all aspects of the implementation of this Agreement.

10. TRANSFER TYPES - Employee initiated

Transfers in schools/colleges are to be effected according to the following priorities by the transfer of teachers who have:

- Completed eligible service in a Level B, C, or D school/college.
- Completed eligible service in a Level A school/college.
- Requested transfers.

10.1 Eligible Service Transfers

10.1.1 Eligible service is the years of service in the current school or college or continuous assignments within Level B, C, or D schools/colleges as listed in Appendix 1 of this agreement.
10.1.2 A teacher who has completed eligible service in a Level A school/college is guaranteed an offer of a transfer within their current geographical location upon request.

A teacher who has completed eligible service in a Level B, C or D school/college is guaranteed a requested transfer to the geographical location of his/her choice, subject to there being:

10.1.2.1 A vacancy; or a
10.1.2.2 vacancy in their skill area that can be created by the required transfer of a teacher who has completed eligible service in a school or college.

10.1.3 Where a teacher is to be assigned to a school/college at a time other than the beginning of the school year the employer, through Human Resources and the school/college Principal, is responsible for informing them that a completed assignment will entail more than the three or four year assignment period so as to enable a completed school/college year prior to an eligible transfer.

10.1.4 Teachers who have completed eligible service will improve the likelihood of receiving an appointment in a school or college of their choice by exceeding the eligible service periods. The more eligible service a teacher accumulates the higher will be the teacher’s priority to a transfer to a school or college of choice. However, there is no guarantee of a transfer to a school or college of the teacher’s preference.

10.2 Compassionate Transfers

10.2.1 A teacher is able to request a compassionate transfer for exceptional circumstances by written request to Human Resources. Such a request may be made at any time and is not subject to annual processes under clause 13 of this Agreement.

10.2.2 Such applications will be considered immediately on receipt and will remain active during the school/college year of the request. Should a transfer not be possible and such circumstances remain in the next school/college year, it is necessary for the teacher to reapply for a compassionate transfer.

10.2.3 A teacher must provide documented evidence of any medical condition or disability that may form a basis of a compassionate transfer request.

10.2.4 A teacher is able to apply for a compassionate transfer because of the need to move residence to a new geographical location due to the work-related relocation of his or her partner, where there is a demonstrated long-term relationship, OR for urgent family reasons. While every effort will be made to facilitate such a transfer, it cannot be guaranteed.
10.2.5 The granting of a compassionate transfer does not preclude a future transfer in accordance with the provisions of this Agreement. A required transfer may be effected when the compassionate circumstances no longer exist or the exceptional circumstances can be addressed despite the required transfer.

10.3 Requested transfers

10.3.1 Teachers must complete a minimum of three years in a school or college before a requested transfer may be made, except for a request for a compassionate transfer under 10.2. However, there can be no guarantee of a transfer as, in all instances, transfers are dependent on the availability of positions and this will vary from year to year.

10.3.2 The school or college employment history of teachers will be used as the basis for assessment relative to the skill requirement of existing or created vacancies and the relative priority of requests for transfer. Priority will be dependent on the years of service a teacher has completed in their current school/college relative to other teachers.

11. REQUIRED TRANSFERS – Employer initiated

11.1 Any teacher, irrespective of years of service, may be required to transfer to meet the staffing needs of their school or college or other schools or colleges throughout the State due to changing school/college enrolment or changed skill requirements.

11.2 A teacher who has completed six years in a school or college (Level A, B, C or D) may be required to transfer to either:

11.2.1 Create a vacancy for a teacher with eligible service who has requested a transfer; or to

11.2.2 meet the staffing needs of their current school or college or other schools or colleges throughout the State; or to

11.2.3 create a vacancy for a compassionate transfer.

11.3 Where several teachers in a certain skill area and geographical location are eligible for a required transfer, numerous factors will be considered including their employment history and the years of service they have completed in their current appointment to determine their relative order of transfer.

11.4 Teachers who are subject to a required transfer will not be transferred without their consent to a location that is more than 65 kilometres from their place of residence.

11.5 A teacher may seek a postponement of a required transfer. A teacher seeking such a postponement must provide:
11.5.1 Documented reasons for the request and, in negotiation with the Nominate Senior Officer; and

11.5.2 a date in the future when the postponed required assignment will be reviewed.

**12. TEACHERS IN PROMOTED POSITIONS**

12.1 Requested Transfers

12.1.1 A teacher in a promoted position who has completed six years of service in a promotable position in a Level A school or college is entitled to request a transfer to a school/college into a suitable vacant position within his/her current geographical location. A teacher in a promoted position who has completed six years of service in a promotable position in a Level B, C or D school/college is entitled to request a transfer to another school or college into a suitable vacant position in the geographical location of his/her choice.

12.1.2 If a suitable position is not immediately available, the teacher (excluding a Principal) will be given priority for transfer into the first suitable available position.

12.1.3 In accordance with the provisions of 10.2, a teacher in a promoted position is able to request a compassionate transfer at any time for exceptional personal circumstances.

12.2 School/College Staffing Variations

12.2.1 A teacher in a promoted position (excluding a Principal) who has completed six years employment in a school or college (Level A, B, C or D) may be transferred to another school or college if any of the following occur:

12.2.1.1 The number and/or level of promoted positions within a school or college is over approved establishment;
12.2.1.2 there are significant changes in school or college needs;
12.2.1.3 there are changes to Government policy; or
12.2.1.4 closure or amalgamation of a school or college.

**13. ANNUAL PROCESS**

13.1 Subject to Clause 15, each year all teachers will be invited to seek a requested transfer to another school or college through Human Resources.

13.2 The application process will be through the online teacher transfer register. The register will be available from the commencement of Term
2 and close on the last day of Term 2. A transfer application will remain active until the annual process is complete unless it is withdrawn, in writing, by the teacher.

13.3 Teachers completing eligible service who have requested a transfer will be required to nominate their preference of geographical location.

13.4 Human Resources will collate the eligible service priority list for that Learning Services, showing all teachers with eligible service who are requesting a transfer into or within that Learning Services.

13.5 Teachers will automatically be included in the Required Transfer Category after the completion of six years in a school or college (Level A, B, C or D).

13.6 The Department will send a circular memorandum to all schools/colleges reminding teaching staff of the Transfer Agreement and its provisions and highlighting the Annual Process.

13.7 Teachers who have completed six years in a school or college (Level A, B, C or D), and whose skills and geographic location match the skills of teachers completing eligible service in a Level B, C or D school/college who are requesting a transfer will be consulted to verify their employment history and length of appointment before being considered for a required transfer.

13.8 This consultation will be conducted with the teacher by the Principal and/or the Nominated Senior Officer and will include verification of the teacher's priority for a required transfer; and documentation of the teacher's preferred outcome if such a transfer is required. Notes will be made outlining the consultations and shall be signed by all parties present.

13.9 The Department will effect requested transfers for teachers in line with Agreement provisions.

13.10 At the end of this process, the teacher will be informed of the timing and the location of their new appointment.

13.11 Teachers from the Eligible Service Priority List (including compassionate transfers) or Required Transfer Category who are transferring to a new school or college may arrange to visit the new school or college prior to the commencement of their assignment at a mutually agreed time with the Principal.

13.12 The Department will implement a system of advanced notification to teachers regarding eligibility for transfer.
14. TRANSFER APPEALS

14.1 If a teacher believes a required transfer or a refusal to grant a transfer is not in accordance with the provisions of this Agreement, a request for a review can be made in writing.

The notification of the required transfer or refusal to grant a transfer will include contact and process details to request such a review.

14.2 Following the process outlined in 14.1 of this clause if a teacher still believes a required transfer or refusal to grant a transfer was not in accordance with the provisions of this Agreement the following procedures will be observed:

14.2.1 A teacher must lodge an appeal against a proposed transfer or against the application of processes established under this agreement with the Transfer Appeal Panel within fourteen days of receiving written notification of the transfer or refusal to grant a transfer.

14.2.2 This must be a written statement clearly documenting appeal grounds.

14.2.3 Human Resources will nominate a contact officer to be available for the Transfer Appeal Panel.

14.2.4 The Transfer Appeal Panel must provide at least 48 hours' notice to the contact officer should they be required to attend or provide extra information to the Panel.

14.2.5 Each appeal will be acknowledged in writing within seven days of receipt informing the teacher of the procedure to be followed.

14.2.6 The Transfer Appeal Panel will inform the teacher in writing within seven days of the outcomes of the appeal and will include the reasons for the decision.

14.3 The decision of the Transfer Appeal Panel is final and will be acted on by the Department with no further disputations being made to the Tasmanian Industrial Commission by any of the parties or employees covered by this Agreement.

14.4 The Transfer Appeal Panel will consist of a member nominated by the Department, a member nominated by the Union and an independent chairperson appointed by the Minister for Education on the joint recommendation of the Department and the Union.

14.5 Unless otherwise agreed by the parties a Panel member shall be appointed for a maximum of two years.

14.6 At the end of the 2013/2014 transfer appeal process the parties will jointly examine the role, function and effectiveness of the Transfer Appeal Panel. Any changes to the transfer appeal process and/or Panel as described in this Agreement requires the agreement of the parties.
15. TRANSITION PROVISIONS

15.1 During the life of this Agreement, it is anticipated that there will be amalgamations of some schools/colleges listed in Appendix 1. When an amalgamation occurs, the level of the new school/college for the purposes of eligible service will be the subject of review by the parties to this Agreement.

15.2 Further, it is acknowledged by the parties that the classification level of some schools/colleges in previous transfer policies has changed. The parties agree that the years of service for eligible transfer will be based on the level of the school/college at the time the service was undertaken and that ‘No Disadvantage’ will apply to teachers assigned to Level B schools/colleges that are reclassified as Level A.

15.3 For schools/colleges with previous Level A classification which have been reclassified to Level C locations the parties agree that a transitional period of up to 3 years on implementation of specifics may be necessary to provide for some continuity in teaching staffing. During any such period eligible transfer requests should be accommodated as expediently as possible and on a longest assignment length basis as priority.
16. SIGNATURES

Signed for and on behalf of the Minister administering the State Service Act 2000

[Signature]

Position: [Title]

Witness: [Name]

Date: 11. September 2013

Signed for and on behalf of the Australian Education Union, Tasmanian Branch.

[Signature]

Position: [Title]

Witness: [Name]

Date: 5. September 2013

[Signature]

Position: [Title]

Witness: [Name]

Date: 5. September 2013

This Agreement is registered pursuant to Section 58(1) of the Industrial Relations Act 1984.
LIST AND LEVELS OF SCHOOLS AND COLLEGES

APPENDIX 1

LEVEL A
Albuera Street Primary School
Andrews Creek Primary School (Pre-2013 – Moriarty PS, Wesley Vale PS)
Austins Ferry Primary School (Pre-2011 - Abbotsfield PS, Roseneath PS)
Bagdad Primary School
Beaconsfield Primary School
Bellerive Primary School
Blackmans Bay Primary School
Boat Harbour Primary School
Bowen Road Primary School*
Bracknell Primary School
Brighton Primary School
Burnie High School
Burnie Primary School
Cambridge Primary School
Campania District High School
Campbell Street Primary School
Claremont College
Clarence High School
Collinsvale Primary School
Cooee Primary School
Cressy District High School
Deloraine High School
Deloraine Primary School
Devonport High School
Devonport Primary School
District Support Services
Dodges Ferry Primary School
East Launceston Primary School
East Ulverstone Primary School
Elizabeth College
Evandale Primary School
Exeter High School
Exeter Primary School
Forth Primary School
Franklin Primary School
Glen Dhu Primary School
Glen Huon Primary School
Goulburn Street Primary School
Hagley Primary School
Havenview Primary School
Hellyer College
Hillcrest Primary School
Hobart College
Howrah Primary School
Huonville High School
Huonville Primary School
Illawarra Primary School
Invermay Primary School*
Kempton Primary School
Kings Meadows High School
Kingston High School
Kingston Primary School
Lansdowne Crescent Primary School
Latrobe High School
Latrobe Primary School
Lauderdale Primary School
Launceston College
Learning Services Offices
Lenah Valley Primary School
Lilydale District High School
Lindisfarne North Primary School
Lindisfarne Primary School
Longford Primary School
Margate Primary School
Miandetta Primary School
Molesworth Primary School
Montagu Bay Primary School
Montrose Bay High School
Moonah Primary School
Mount Nelson Primary School
Mount Stuart Primary School
Mowbray Heights Primary School
Munford Street Early Special Education Centre
Natone Primary School
New Norfolk High School
New Norfolk Primary School
Newstead College
New Town High School
New Town Primary School
Nixon Street Primary School
Norwood Primary School
Ogilvie High School
Orford Primary School
Parklands High School
Penguin High School
Penguin Primary School
Perth Primary School
Port Sorell Primary School
Princes Street Primary School
Prospect High School
Punchbowl Primary School
Queechy High School
Railton Primary School
Reece High School
Riana Primary School
Richmond Primary School
Ridgley Primary School
Riverside High School
Riverside Primary School
Romaine Primary School (Pre-2011 – Brooklyn PS, Upper Burnie PS, Acton PS)
Rose Bay High School
Rosetta Primary School
Rosny College
Sandy Bay Infant School
Sassafras Primary School
Seconded/non-school based teachers
Sheffield District High School
Snug Primary School
Somerset Primary School
Sorell School
South Arm Primary School
South Hobart Primary School
Sprent Primary School
Spreyton Primary School
Springfield Gardens Primary School*
St Leonards Primary School
Summerdale Primary School
Table Cape Primary School
Taroona High School
Taroona Primary School
The Don College
Tasmanian eSchool
Trevallyn Primary School
Ulverstone High School
Ulverstone Primary School
Waimea Heights Primary School
Westbury Primary School
West Launceston Primary School
West Ulverstone Primary School
Windermere Primary School (Pre-2011 Claremont PS, Mt. Faulkner PS)
Woodbridge District High School
Wynyard High School
Yolla District High School
Young Town Primary School

LEVEL B
All Special Education Facilities State-wide
Brooks High School
Clarendon Vale Primary School
Cosgrove High School
East Devonport Primary School
Fairview Primary School*
Geilston Bay High School
Glenorchy Primary School
Goodwood Primary School
Jordan River Learning Federation – Senior Campus
Jordan River Learning Federation – Middle Campus
Jordan River Learning Federation – East Derwent Campus
Jordan River Learning Federation – Herdsmans Cove Campus
Jordan River Learning Federation – Gagebrook Campus
Mayfield Primary School
Montello Primary School
Ravenswood Heights Primary School
Risdon Vale Primary School
Rocherlea Primary School
Rokeby Primary School
Rokeby High School
Timsbury Road School
Warrane Primary School
Waverley Primary School

LEVEL C
Ashley School
Avoca Primary School
Bicheno Primary School
Bothwell District High School
Bridport Primary School
Bruny Island District School
Campbell Town District High School
Cygnet Primary School
Dover District High School
Dunalley Primary School
Edith Creek Primary School
Fingal Primary School
Forest Primary School
Geeveston District High School
Glennora District High School
Levendale Primary School
Maydena Primary School/Westerway Primary School (amalgamation 2013)
Meander Primary School
Mole Creek Primary School
Oatlands District High School
Ouse District High School
Port Dalrymple School
Ringarooma Primary School
Scottsdale High School
Scottsdale Primary School
South George Town Primary School
St Helens District High School
St Marys District High School
Smithton Primary School
Smithton High School
Stanley Primary School
Swansea Primary School
Tasman District High School
Triabunna District High School
Wilmot Primary School
Winnaleah District High School

LEVEL D
Cape Barren Island School
Flinders Island District High School
King Island District High School
Mountain Heights School
Redpa Primary School
Rosebery District High School
Strahan Primary School
Zeehan Primary School

*Change to level of school/college from preceding agreement
CONDITIONS APPLYING TO THE INITIAL ASSIGNMENT OF PERMANENT DUTIES

APPENDIX 2

This Appendix provides the administrative arrangements pertaining to a permanent employee's initial assignment of duties to either the Flexible Teaching Pool or Substantive Duties.

This Appendix does not apply to an employee appointed permanency as a base-grade teacher as a result of a permanent selection process.

1. Conditions Applying to the Flexible Teaching Pool

1.1 The FTP is established to cover

- Extended leave;
- Variations in workload;
- Projects with a specified duration or outcome and funding;
- Short term vacancies.

1.2 FTP assignments will be, where possible, for a minimum period of one whole school/college term, except by agreement for a short term vacancy, and the total of assignments will not exceed sixteens terms.

1.3 FTP assignments will be within the same geographical location, except by agreement. Each assignment will include details of the school(s) or college(s), the reason for the assignment and the period of the assignment.

1.4 An FTP assignment for the reason of short term vacancies will include details of the base school, or college, and the assignment period. The assignment will identify other schools or colleges the employee may be assigned to during that period.

1.5 The assignments of a FTP teacher are suspended for periods where the employee is temporarily absent from their FTP role for a term or more, i.e. leave or an assignment of higher duties which does not include classroom teaching.

1.6 At the completion of sixteen terms or earlier if offered by the Department, the employee will be assigned to substantive duties and will be subject to this Agreement.
1.7 The Department will assign FTP duties that are within the same Learning Services area where the majority of the employee’s previous fixed-term duties had been undertaken and within a 70 kilometre radius of the employee’s place of residence, except by agreement with the employee.

1.8 This Agreement will not apply to an employee of the FTP except under circumstances described under 1.5 (b) or (c) in the Conditions Applying to Substantive Duties Assigned to a Permanent Employee below.

2. Conditions Applying to Substantive Duties Assigned to a Permanent Employee

2.1 The Department will assign substantive duties to a permanent employee on the basis that those duties are not already assigned to a permanent employee and they are expected to be ongoing.

2.2 The Department may first assign substantive duties to an eligible employee at the time that their employment status is changed, or at any subsequent time during which the permanent employee is assigned to the FTP.

2.3 Where substantive duties are expected to become available at the start of the school/college year, the terms and conditions of an employee’s change of employment status offer may include and interim period in the FTP.

2.4 The Department will first assign substantive duties that are within the same Learning Services’ area where the majority of the employee’s previous fixed-term duties had been undertaken and, in accordance with this Agreement, within a 65 kilometre radius of the employee’s place of residence, except by agreement with the employee.

2.5 Permanent employees who are assigned substantive duties will become subject to this Agreement from the date of the commencement of those duties. The transfer conditions applied to the employee will acknowledge the following services:

(a) An employee may be required to complete up to six years employment at a Level B school or college, inclusive of fixed-term and FTP employment.

(b) An FTP teacher with continuous Level C employment of 4 years (with a combination of fixed-term and FTP service) is regarded as completing a Level C assignment and is eligible, upon request, for an assignment in a non-Level C or D school or college (unless by mutual agreement) to continue their FTP period.

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(c) An FTP teacher with continuous Level D employment of 3 years (with a combination of fixed-term and FTP service) is regarded as completing a Level D assignment and is eligible, upon request, for an assignment in a non-Level C or D school or college (unless by mutual agreement) to continue their FTP period.