

# **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 Nominated 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 disputation 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  
Agent for and on behalf Minister administering  
.....  
Position State Service Act 2000.  
.....  
Witness  
.....  
11, September 2013,  
.....  
Date

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

  
.....  
Signature  
ABU President  
.....  
Position  
.....  
Witness  
.....  
5 September 2013  
.....  
Date

  
.....  
Signature  
State Manager  
.....  
Position  
.....  
Witness  
.....  
5 September 2013  
.....  
Date



This Agreement is registered pursuant to Section 56(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  
 Tarooma High School  
 Tarooma 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  
Glenora 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 sixteen 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.





- (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.

