

T12223 of 2005
19 AUG 2005

TASMANIAN INDUSTRIAL COMMISSION

Tasmanian Industrial Commission

Industrial Relations Act 1984

Part IV, Section 55: Industrial Agreement

Australian Education Union, Tasmanian Branch

and

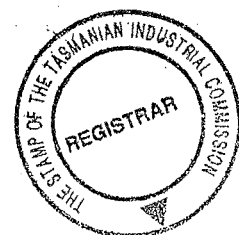
The Minister Administering the State Service Act, Tasmania

**TEACHING SERVICE (TASMANIAN PUBLIC SECTOR)
SALARIES AND CONDITIONS OF EMPLOYMENT
AGREEMENT 2005**

Teachers

Educational Services

REGISTERED AGREEMENT



1. TITLE

- 1.1 This agreement is the "Teaching Service (Tasmanian Public Sector) Salaries and Conditions of Employment Agreement 2005".

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

- 2.1 This agreement is an agreement pursuant to Part IV of the Industrial Relations Act 1984.

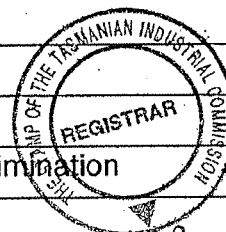
4 DATE OF EFFECT AND DURATION

This Agreement will take effect from the 7th December 2005 and will continue in effect until 28 February 2007.

5. ARRANGEMENT

- 5.1 This Agreement is arranged as follows:

CLAUSE NUMBER	SUBJECT
1	Title
2	Application
3	Type of Agreement
4	Date of Effect and Duration
5	Arrangement
6	Definitions
7	Salaries
8	Consultation and Change
9	Teacher Transfers/Assignments
10	Teacher Classification Structure
11	Family Friendly and Flexible Workplace Arrangements
12	Incentive Payments Isolated Schools
13	Beginning Teacher Time Release (BeTTR) Program
14	Defence Forces Leave
15	Smoking Breaks
16	Salary Sacrifice
17	Excessive Workload
18	Harassment, Bullying and Discrimination



19	Long Service Leave
20	Bereavement Leave
21	Phased Retirement
22	Email and Internet Access
23	Intranet Links
24	Reimbursement of Child Care Costs
25	Breast Feeding Facilities
26	Adoption Leave
27	Travel Allowances
28	First Aid Allowance
29	Training, Development and Career Opportunities
30	Workplace Union Delegates
31	Grievance and Dispute Resolution Procedure
32	No Extra Claims
33	Signatories
Schedule 1	Teacher Incentive Payments Remote Schools
Schedule 2	Teacher Transfer Policy
Schedule 3	Salaries

6. DEFINITIONS

6.1 For the purposes of this Agreement:

6.1.1 **"The Award"** means the proposed *Teaching Service (Tasmanian Public Sector) Award 2005*

6.1.2 **"Department"** means the Department of Education, Tasmania

6.1.3 **"Employee(s)"** means a person employed in the *Department* under the provisions of the *State Service Act 2000* in a classification contained under the Award

7. SALARIES

7.1 During the life of this Agreement the salaries of employees will be adjusted to equate to the average of the:

7.1.1 First level of Advanced Skills Teacher (however named); or

7.1.2 Maximum of the base-grade scale where the first level of Advanced Skills Teacher has been absorbed

as at 1 January 2006 and 2007 respectively in Government education systems of all Australian States and Territories, excluding Tasmania.

7.1.3 The actual salary levels for each classification will be in Schedule 3 of this Agreement, which will be varied to reflect the changes to salary levels during the life of the Agreement.



7.2 The recreation leave allowance payable to employees covered by this Agreement was incorporated into the fortnightly remuneration paid to employees as from the beginning of the first full pay period in 2002. Therefore, for the purpose of determining the salary adjustment under 7.1, the equivalent of such recreation leave allowance will not be included when calculating annual remuneration.

7.3 For the purposes of 7.1, the relevant classification in each State and Territory that will be used for the purpose of the calculation shall be:

State/Territory	Teacher Classification
New South Wales	Top of incremental scale
Victoria	Top of incremental scale
Queensland	Senior Teacher
South Australia	AST1/Key Teacher
Western Australia	Teacher 2.3 plus Senior Teacher Allowance.* (Note: equivalent of annual leave loading to be deducted)
Australian Capital Territory.	Top of incremental scale
Northern Territory	Teacher of Exemplary Practice 1 (TEP1)

7.4 Each salary adjustment will apply from the:

7.4.1 Beginning of the first pay period to commence on or after 1 March 2006;

and from the

7.4.2 Commencement of the last pay period in February 2007.

8. CONSULTATION AND CHANGE

8.1 Where the *Department* is planning the introduction of major changes in work arrangements and practices that are likely to have significant effects on employees, the *Department* shall notify the employees who may be affected by the proposed changes and the Australian Education Union, Tasmanian Branch (the Union) prior to the trialling or implementation of such changes.

8.2 The *Department* shall consult with the employees affected and the Union and discuss the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures taken to avoid or lessen the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes. These discussions shall commence as early as practicable after the *Department* believes that change may be necessary.

8.3 For the purposes of such discussion, the *Department* shall provide in writing to the employees concerned and the Union all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.



9. TEACHER TRANSFERS

- 9.1 Schedule 2 to this Agreement reflects an agreement between the AEU and the *Department* concerning the transfer of teaching staff.

10. TEACHER CLASSIFICATION STRUCTURE

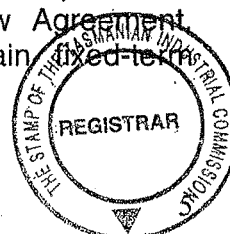
- 10.1 During the life of this Agreement a working party consisting of representatives from the Union and the *Department* will be established to:
- 10.1.1 Consider the concept of an "in classroom" promotional teacher position; and to
 - 10.1.2 Review the current teacher promotional structure incorporating all classifications within Band 2 and Band 3.

11. FAMILY FRIENDLY AND FLEXIBLE WORKPLACE ARRANGEMENTS

- 11.1 Flexible working arrangements assist employees to balance work and family commitments. The adoption or extension of family-friendly arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.
- 11.2 Without limiting the kind of arrangements that may be suitable in any individual instance, family-friendly arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.
- 11.3 In considering an employee's request for flexible work arrangements, the employer will take into account the employee's family and other, relevant, commitments.
- 11.4 Such requests will also have to be considered in light of the operational needs of the employer but will not be unreasonably refused. Employees will be given the reasons if requests for flexible working arrangements are not approved.
- 11.5 A brochure will be prepared detailing employment entitlements and options available to women in the State Service preparing to take maternity leave.
- 11.6 During the life of this agreement a working party consisting of representatives from the *Department* and the Union will be established to review and consider family friendly and flexible work arrangements within the workplace.

12. INCENTIVE PAYMENTS – ISOLATED SCHOOLS

- 12.1 Refer Schedule 1 to this Agreement. This Schedule contains additional salary payments that applied to permanent teachers in designated schools under the *Teaching Service (Tasmanian Public Sector) Isolated Locations Incentives Agreement 2001*. Under this new Agreement, additional salary payments will be extended to certain fixed-term teachers.



13. BEGINNING TEACHER TIME RELEASE (BeTTR) PROGRAM

- 13.1 The BeTTR Program applies to beginning teachers who are in their first year of employment since graduation and are employed on a permanent or fixed-term basis for at least one school term at 0.5 full-time equivalent or more.
- 13.2 Under the BeTTR program, full-time beginning teachers are eligible to access a minimum "instructional load" time release of four hours per fortnight. Part-time teachers 0.5 full-time equivalent and above can access the time release on a pro rata basis.
- 13.3 The purpose of the BeTTR program will vary according to the needs of each beginning teacher, but may include time release for:
 - 13.3.1 Induction programs relating to school, district and the *Department*
 - 13.3.2 Ongoing "feedback" meetings with senior staff and/or other experienced teachers
 - 13.3.3 Attendance at specific professional development programs
 - 13.3.4 Observation of experienced teachers in the classroom
 - 13.3.5 Additional "time out" for lesson preparation
 - 13.3.6 Visiting other schools/colleges – discussions with experienced teachers
 - 13.3.7 Visit to a District Office
 - 13.3.8 Meetings with relevant district curriculum officers
 - 13.3.9 Attendance at "awareness" meetings with district support staff
 - 13.3.10 Collaboration, including attendance at meetings with other beginning teachers within the district.
- 13.4 Time release under the BeTTR program should not be a substitute for individual, school or district professional learning programs – it is designed to supplement, not replace other learning programs.
- 13.5 In consultation and agreement with the school or college principal, time release for a beginning teacher may be "banked" up to a maximum of the equivalent of six hours to accommodate a "block" release for the beginning teacher to attend or participate in a one-day professional development program or activity.

14. DEFENCE FORCES LEAVE

- 14.1 Subject to paragraph (2), a permanent employee who is a member of any of Australia's Defence Forces is entitled to leave of absence to attend one compulsory training camp or session in any year.
- 14.2 The total period of leave of absence granted to a permanent employee under sub clause (1) should not exceed 10 working days in any one year, except with the approval of the employer.
- 14.3 A permanent employee who is granted leave under this sub-clause is, if that employee's salary exceeds that employee's Defence Force service pay, entitled to payment of an amount of salary equal to the difference between the two rates of payment.



- 14.4 Where a permanent employee who is on recreation leave attends a compulsory training camp or session as a member of any of Australia's Defence Forces, she/he is entitled to be paid her/his full salary regardless of any pay that she/he has received from the Defence Forces.
- 14.5 The foregoing also applies to fixed-term employees who have completed three months' service but, subject to the law of the Commonwealth, if an employee's employment expires before the conclusion of the period for which her/his attendance at the training camp or session is required, leave shall be granted under this sub-clause only to the date of that expiration.

15. SMOKING BREAKS

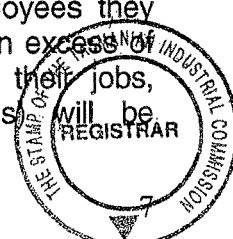
- 15.1 Employees will be required to make up any working time lost due to smoking breaks.

16. SALARY SACRIFICE

- 16.1 Employees will be able to salary sacrifice the compulsory contribution for employees covered by the RBF defined benefits superannuation scheme. This will mean that the rate of employee contribution will be adjusted to reflect differing tax arrangements.
- 16.2 Employees may also sacrifice a proportion of salary in respect of some fringe benefits. In these instances the employee will meet the administrative costs. Examples include:
- superannuation;
 - a laptop computer;
 - a briefcase;
 - calculator;
 - work-related computer software;
 - up to \$500 of employer product and service (e.g. national park entry fees, motor vehicle registration).
- 16.3 Salary for all purposes, including superannuation and annual leave loading entitlements for employees entering into a salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.

17. EXCESSIVE WORKLOADS

- 17.1 Workloads and management of workloads is an important issue. In order to identify, minimise and deal with instances of excessive workloads:
- 17.1.1 The employer will ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- 17.1.2 The employer will ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, extra resources) will be implemented.



17.1.3 In most circumstances substantive vacant positions will be filled prior to the start of the next school year. If it appears likely that will not be the case, supervisors and/or managers will consult affected employees within three months of the position becoming vacant, giving the reasons why the position will not be filled and advising how the workloads will be managed having regard to (a) and (b) above.

17.1.4 In most circumstances temporary vacancies will be filled as they arise. Where a position is not to be filled, supervisors and managers will consult affected employees, giving the reasons why the position will not be filled and advising how the workload will be managed having regard to (a) and (b) above.

17.1.5 Unions, in conjunction with the Division of Industrial Relations and State Service Management, will undertake a project aimed at identifying, minimising and dealing with excessive workloads.

18. HARASSMENT, BULLYING AND DISCRIMINATION

18.1 The parties are committed to working co-operatively to develop procedures for identifying, minimising and dealing with instances of workplace harassment, bullying and discrimination in the workplace. Measures to be implemented will include joint employer-funded training of supervisors and managers, and union workplace delegates.

19. LONG SERVICE LEAVE

19.1 The *Long Service Leave (State Employees) Act 1994* will be amended to reduce the minimum period of leave that must be taken to one week.

20. BEREAVEMENT LEAVE

20.1 Entitlement will increase to ten days paid leave in respect of the death of a mother, father, partner or child, with discretion for the Head of Agency to grant additional paid leave.

21. PHASED RETIREMENT

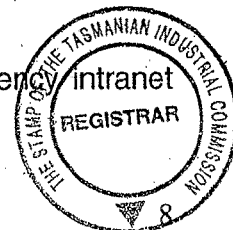
21.1 A phased retirement scheme will be developed. The scheme will establish criteria under which employees approaching or considering retirement will have the option of reducing their ordinary hours of work on an agreed basis, for example going from full-time to part-time.

22. EMAIL AND INTERNET ACCESS

22.1 The employer's objective is that all employees should have access to internet and email facilities and that, wherever practicable, this objective will be accomplished within the life of the Agreement.

23. INTRANET LINKS

23.1 The employer will provide links to union websites from Agency intranet sites.



24. REIMBURSEMENT OF CHILD CARE COSTS

- 24.1 Where employees are directed to work outside their normal hours, or work patterns, and as a result incur additional commercial child care costs, such costs will be reimbursed by the employer.

25. BREASTFEEDING FACILITIES

- 25.1 In order that employees can better combine the demands of work and motherhood, an area suitable for breastfeeding by employees will be made available in the workplace wherever practicable.

26. ADOPTION LEAVE

- 26.1 Eligible employees will be entitled to a period of 12 weeks paid adoption leave.

27. TRAVEL ALLOWANCES

- 27.1 The parties will jointly review current meal and accommodation rates and, if agreement can be reached that all or some of the rates should be adjusted, applications to vary relevant awards will be made accordingly.
- 27.2 Employees are entitled to request reimbursement of actual expenses in circumstances where the prescribed allowances are likely to be less than the expenditure incurred.
- 27.3 There is agreement to vary Part IV, Clause 6 – Meal Allowances of the *award* to provide that where the duties of an employee require travel from headquarters of more than sixty kilometres (currently 16 kilometres) at the normal meal hour shall be paid the appropriate meal allowance. This change reflects the standard which applies to all other employees within the *Department*.

28. FIRST AID ALLOWANCE

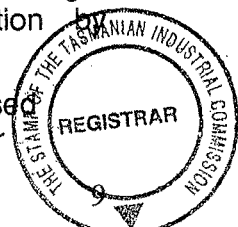
- 28.1 A first aid allowance of \$539 per year will be paid to eligible employees.

29. TRAINING, DEVELOPMENT AND CAREER OPPORTUNITIES

- 29.1 Processes will be implemented that will ensure all employees have regular opportunities to discuss their career plans and training needs with their supervisor/manager.
- 29.2 All employees will be provided with equitable access to training and education opportunities and, wherever possible, the training will be accredited training.

30. WORKPLACE UNION DELEGATES

- 30.1 Workplace union delegates will have recognition by the employer through:
- 30.1.1 the right to be treated fairly and to perform the role as workplace delegates without any discrimination in employment, and the right to be treated with respect and without victimisation by management representatives.
- 30.1.2 The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in their



workplaces and that issues raised by delegates will be dealt with promptly and appropriately.

30.1.3 The right to have workplace union structures, such as delegates' and worksite committees, recognised and respected.

30.1.4 The right to represent members on workplace issues.

30.1.5 The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.

30.1.6 The right to reasonable paid time:

- to represent the interests of members to the employer;
- to represent the interests of members in industrial tribunals;
- to consult with union members;
- to participate in the operation of the union;
- to research and prepare prior to all negotiations with management;
- an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.

30.1.7 The right to call meetings of members and non-members to discuss union business.

30.2 Workplace delegates shall have access to facilities, including:

30.2.1 where practicable, access to a private room to meet with individual members and perform union business.

30.2.2 reasonable access to telephone, facsimile, post, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.

30.2.3 the right to place union information on an appropriate notice board in a prominent location in the workplace.

30.2.4 access to information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, departmental and governmental policies and, where available, staff lists.

30.3 Workplace delegates shall have:

30.3.1 An entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and attendance at union conferences.

30.3.2 Recognition that the time associated with travel for country delegates may require additional time to (i) above.

30.3.3 Recognition by management of any identified skills acquired by a delegate in that role for the purposes of progression through any skills-based progression system operating in that workplace wherever those identified skills are also required by the substantive position occupied by that delegate. Delegates must notify the employer of the intention to use the skills for progression.

30.4 Workplace delegates' roles may extend beyond the workplace and the delegates shall have access to reasonable time:



- 30.4.1 to promote union issues, for participation on committees, and to assist delegate development, including paid work in the union office negotiated between the union and the employer on a case by case basis;
- 30.4.2 for participation in internal union forums and committees (e.g. branch or national conferences). Generally, members are elected to these roles under the registered union rules;
- 30.4.3 In dispersed or remote workplaces the delegate structure may require co-ordinating delegates and that these delegates may require a greater amount of time to perform their duties.
- 30.4.4 Delegates will have access to leave without pay for the purposes of working for a union. Any such period of leave will be considered as service for salary increment purposes and shall not constitute a break in service for other purposes. Prior to taking up such positions with the union, employees will not be required to relinquish their substantive positions.

31. GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 31.1 In the first instance, grievances and disputes will usually be dealt with at the workplace by appropriate employer and employee representatives. In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives. If still unresolved, the matter will be referred to the Tasmanian Industrial Commission. Where a grievance or dispute is being dealt with under this process, normal work will continue.
- 31.2 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *State Service Act 2000* or the *Industrial Relations Act 1984*, or any other relevant legislation.

32. NO EXTRA CLAIMS

- 32.1 The Parties undertake that, for the life of this Agreement, they will not make any additional claims relating to any matter included in this Agreement.



33. SIGNATORIES

Australian Education Union Tasmanian Branch

President:

.....*Walker*.....(SIGNED)

Date: 20 / 12 / 2005

Deputy President:

.....*Shaw*.....(SIGNED)

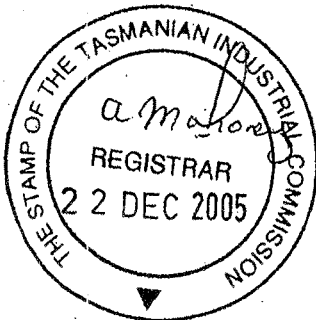
Date: 20 / 12 / 2005

Agent for and on behalf of the Minister
Administering the *State Service Act 2000*

.....*[Signature]*.....(SIGNED)

Date: 20 / 12 / 2005

This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984



SCHEDULE 1

INCENTIVE PAYMENTS FOR EMPLOYEES IN DESIGNATED SCHOOLS

1. DEFINITIONS

1.1 For the purposes of this Schedule:

1.1.1 **"Eligible employee"** means:

- A permanent or employee in a designated school; and
- A fixed-term employee who is employed for at least one school year in a designated school.

Provided that this does not include an employee who has worked continuously in one of designated schools for more than six years or any employee classified as a Principal.

1.1.2 **"Designated school"** means:

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, Waratah Primary School and Zeehan Primary School.

2. INCENTIVES

2.1 Full-time eligible teachers shall be paid the following additional salary at the time specified whilst working in one of the designated schools:

2.1.1 \$1791 upon commencement

2.1.2 \$1791 upon completing 3 years continuous employment

2.1.3 \$3583 upon completing 4 years continuous employment

2.1.4 \$3583 upon completing 5 years continuous employment

2.1.5 \$3583 upon completing 6 years continuous employment

PROVIDED THAT:

2.1.6 In respect of 2.1.1, a fixed-term employee will not receive payment of the additional salary until the completion of the year.

2.1.7 The additional salary for part-time employees will be paid on a pro rata basis according to the employee's allocated workload.

2.2 The additional amounts listed above will be increased in line with the percentage change to the Band 1 Level 12 salary, which is provided for under Clause 8 Salaries of this Agreement. These increases will apply from the same date as that which will apply to the change in the salary amount.



SCHEDULE 2

TEACHER TRANSFER POLICY

This Schedule is arranged as follows:

Clause	Title
1	Authority
2	Primary Goals
3	Definitions
4	Key Principles
5	Requested Transfers
6	Required Transfers
7	Teachers in Promoted Positions
8	Decade Service Transfers
9	Transfer Priorities
10	Annual Process
11	Transfer Appeals
Appendix 1	List and Levels of Each School/College

1. AUTHORITY

- 1.1 This Agreement does not diminish the statutory power of the *Head of Agency* as provided for Section 34(1) (e) under the *State Service Act 2000* - "To assign duties to each teacher and to vary those duties".
- 1.2 The *Head of Agency* will delegate the powers to assign duties to teachers and to vary those duties to *Nominated Senior Officers*.

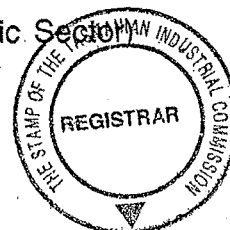
2. PRIMARY GOALS

- 2.1 The primary goals of this Agreement are to:
 - 2.1.1 Provide a transparent and equitable process for managing the transfer of *teachers* between *school/colleges*; and
 - 2.1.2 Ensure that no matter where they attend Government schools in Tasmania, all students are educated by *teachers* of comparable skills and experience and that all *teachers* are given the opportunity to teach in a broad range of *schools/colleges* during their careers.

3. DEFINITIONS

For the purpose of this Agreement:

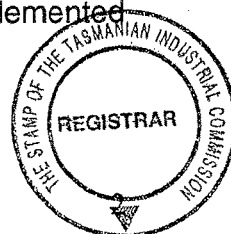
- 3.1 "**An appointment**" commences upon the assignment of duties to a *teacher* at a new *school/college* and concludes upon a transfer from that *school/college*. In determining the length of an *appointment*, periods of secondment and unpaid leave are excluded.
- 3.2 "**Act**" means the *State Service Act 2000*.
- 3.3 "**The award**" means the Teaching Service (Tasmanian Public Sector) Award 2005.
- 3.4 "**Department**" means the *Department of Education, Tasmania*



- 3.5 "**Eligible service**" is the length of time a *teacher* is employed in a *school/college* before being guaranteed a transfer as provided in Clause 5.2.1.
- 3.6 "**Eligible service priority list**" is a list of *teachers* with *eligible service* in a Level B, C or D school who are requesting a transfer and their relative priority based on the *school/college employment history*.
- 3.7 "**Exceptional personal circumstances**" are conditions of a critical nature affecting the placement of a *teacher* and would include a serious medical condition of the *teacher* or immediate family member and disabilities of the *teacher* or immediate family member.
- 3.8 "**Geographical location**" means a nominated centre and its environs and includes all locations within a 65 kilometre radius of this centre. A *teacher* who has completed a period of *eligible service* in a Level B, C or D school, who is seeking a new appointment is guaranteed a placement within his/her nominated *geographical location*.
- 3.9 "**Nominated Senior Officer**" means a person who has been given delegated responsibility by the *Head of Agency* to administer who will administer this Agreement at district level.
- 3.10 "**Required Transfer Category**" means those *teachers* who have completed their appointment in a Level A school.
- 3.11 "**School or college**" means schools and colleges categorised as Levels "A", "B", "C" or "D" and listed in Appendix 1, support services and branches where *teachers* employed under *the award* are located.
- 3.12 "**School/college employment history**" means the years of employment of a *teacher* in Levels A, B C or D schools or colleges.
- 3.13 "**Secretary**" means the Head of the Department of Education.
- 3.14 "**Teacher**" is a person employed under the *State Service Act 2000* in the *Department* and covered by classifications contained in *the award*.
- 3.15 "**Union**" means the Australian Education Union, Tasmanian Branch.

4. KEY PRINCIPLES

- 4.1 These key principles should be read in conjunction with Clause 2 - Primary Goals:
- 4.1.1 It is expected that all *teachers* will undertake *eligible service* during their career in a Level B, C or D school.
- 4.1.2 Changes in system or *school/college* needs and the requested transfers of *teachers* who have completed *eligible service* in a Level B, C or D school are the prime initiators of required transfers.
- 4.1.3 All *teachers* to be transferred under this Agreement will be given the opportunity to provide information that is material to the decisions regarding the location of their next appointment.
- 4.1.4 Staffing of *schools/colleges* is a management function administered through District Offices. The Director (Human Resources Management) is responsible for system-wide co-ordination to ensure this Agreement is consistently implemented across the State.



- 4.1.5 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.
- 4.1.6 This Agreement will not be used to transfer *teachers* under a formal inability process or when disciplinary action is in progress.
- 4.1.7 In effecting transfers the *Department* will balance the need to provide staffing stability in *schools/colleges* with the personal and professional needs of *teachers*.
- 4.1.8 *Teachers* who have completed an *appointment* in a Level C or D school will not be required to undertake a further appointment in a Level C or D school during their career.
- 4.1.9 Wherever possible, *teachers* who complete an *appointment* in a Level B school will not be required to undertake a further appointment in a Level B school.
- 4.1.10 Wherever possible, positions that are vacant will be filled by requested transfers.
- 4.1.11 The principle of 'natural justice' will underlie all aspects of the implementation of this Agreement.

5. REQUESTED TRANSFERS

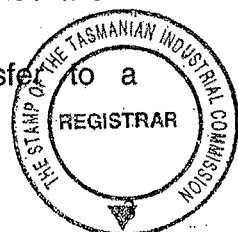
5.1 General

- 5.1.1 *Teachers* must complete a minimum of three years in a *school/college* before a requested transfer may be made, except for a request for a compassionate transfer under 5.3. 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.
- 5.1.2 The *school/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 *school/college employment history* of those *teachers* seeking requested transfers relative to each other.

5.2 Guaranteed Transfers

- 5.2.1 *Eligible service* is the completion of:
 - 5.2.1.1 Three years in a Level D school;
 - 5.2.1.2 Four years in a Level B or C school.
- 5.2.2 A *teacher* who has completed *eligible service* in a Level B, C or D school is guaranteed a requested transfer to the *geographical location* of his/her choice, subject to there being:
 - 5.2.2.1 A vacancy; or a
 - 5.2.2.2 Vacancy in their skill area that can be created by the required transfer of a *teacher* who has completed a six-year appointment in a Level A *school/college*.

However, there can be no guarantee of a transfer to a *school/college* of the *teacher's* preference.



- 5.2.3 Further, *teachers* who have completed *eligible service* in a Level B, C or D school will improve the likelihood of receiving an *appointment* in a *school/college* of their choice by undertaking more than the minimum length of service in a Level B, C or D school. The greater the length of *eligible service*, the higher will be the *teacher's* priority to a transfer to a *school/college* of choice.

5.3 Compassionate Transfers

- 5.3.1 A *teacher* is able to request a compassionate transfer at any time for *exceptional personal circumstances*.
- 5.3.2 Such applications will be considered immediately on receipt and will remain active during the school year of the request. Should a transfer not be possible and such circumstances remain in the next school year, it is necessary for the *teacher* to reapply for a compassionate transfer.
- 5.3.3 A *teacher* must provide documented evidence of the medical condition or disability.
- 5.3.4 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. While every effort will be made to facilitate such a transfer, it cannot be guaranteed.
- 5.3.5 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 personal circumstances* can be addressed despite the required transfer.
- 5.3.6 Postponement of a required transfer to a particular location does not preclude a required transfer to another location.

6. REQUIRED TRANSFERS

- 6.1 Any *teacher* who has completed at least a six-year appointment in a Level A *school/college* may be required to transfer to either:
- 6.1.1 Create a vacancy for a *teacher* with *eligible service* in a Level B, C or D school who has requested a transfer; or
- 6.1.2. To meet the staffing needs of their current *school/college* or other *schools/colleges* throughout the State.
- 6.2 Where several *teachers* in a certain skill area and *geographical location* are eligible for a required transfer, their history of service in Levels B, C and D schools and the length of service in their current appointment will be compared to determine their relative order of transfer.
- 6.3 *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.
- 6.4 A *teacher* may seek a temporary postponement of a required transfer when *exceptional personal circumstances* can be proved. A *teacher* seeking such a postponement must provide:
- 6.4.1 Documented reasons for the *exceptional personal circumstances* and, in negotiation with the *Nominated Senior Officer*;



6.4.2 A date in the future when the postponed required assignment will be reviewed.

- 6.5 Any *teacher*, irrespective of assignment length at his/her current school, may be required to transfer to meet the staffing needs of their *school/college* or other *schools/colleges* throughout the State, e.g. reduced school numbers, changed skill requirements.

7. TEACHERS IN PROMOTED POSITIONS

7.1 Requested Transfers

7.1.1 Any *teacher* in a promoted position, including a principal, may seek a requested transfer. However, if the *teacher* concerned has not completed *eligible service* in accordance with 7.1.2, a transfer cannot be guaranteed.

7.1.2 *Eligible service* by a *teacher* in a promoted position (other than a principal) is the completion of six years in a Level B, C or D school.

7.1.3 A *teacher* in a promoted position (other than a principal) who has completed *eligible service* in a Level B, C or D school is entitled to request a transfer to another *school/college* into a suitable vacant position in the *geographical location* of his/her choice.

7.1.4 If a suitable position is not immediately available, the *teacher* will be given priority for transfer into the first such available position.

7.1.5 In accordance with the provisions of 5.3, a *teacher* in a promoted position is able to request a compassionate transfer at any time for *exceptional personal circumstances*.

7.2 Required Transfers

7.2.1 Subject to clause 7, a *teacher* in a promoted position (excluding a principal) who has completed six years employment in a Level A *school/college* will only have to accept a required transfer to another *school/college* if any of the following occur:

7.2.1.1 There are significant changes in *school/college* needs;

7.2.1.2 There are changes to Government policy; or

7.2.1.3 Closure or amalgamation of a *school/college*.

8. DECADE SERVICE TRANSFERS

8.1 Subject to:

8.1.1 Clause 4.1.5, 4.1.6 and 4.1.7;

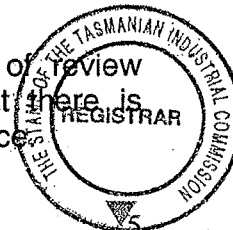
8.1.2 Clause 7.1.4 (*teachers* in promoted positions); and

8.1.3 The respective employment history and geographic location of *teachers* (excluding principals) who have completed ten years continuous service in a Level A *school/college* may:

8.1.3.1 Request a preferred transfer but with no guarantee that it will be within 65 kilometres of their place of residence; or

8.1.3.2 Be required to transfer to a location that is within 65 kilometres of their place of residence.

- 8.2 During May/June 2006, this provision will be the subject of review between the *Department* and the *Union* and provided that there is agreement between the parties, this provision will remain in force

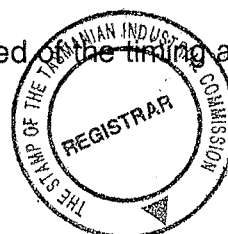


9. TRANSFER PRIORITIES

- 9.1 Substantive vacancies in *schools/colleges* are to be filled according to the following priorities by the transfer of *teachers* who have:
- 9.1.1 Completed *eligible service* in a Level B, C or D school
 - 9.1.2 Acknowledged compassionate grounds
 - 9.1.3 Decade service transfers (refer Clause 8)
 - 9.1.4 Requested transfers

10. ANNUAL PROCESS

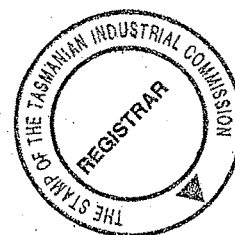
- 10.1 *Teachers* will automatically be included in the *Required Transfer Category* after the completion of six years in a *school/college* designated at Level A.
- 10.2 Subject to Clause 5 and Clause 9, each year all *teachers* will be invited to seek a requested transfer to another *school/college* through their District Office.
- 10.3 *Teachers* completing *eligible service* who have requested a transfer will be required to nominate their preference of *geographical location*.
- 10.4 The *Department* will collate state-wide, the *eligible service priority list*, showing all *teachers* with *eligible service* who are requesting a transfer.
- 10.5 *Teachers* who:
- 10.5.1 Have completed at least six years service in a Level A *school/college*; and
 - 10.5.2 Whose skills and *geographic location* match the skills of *teachers* completing *eligible service* in a Level B, C or D school who are requesting a transfer
- will be consulted to verify their employment history and length of appointment before being considered for a required transfer.
- 10.6 This consultation will be conducted with the *teacher* by the principal and/or the *Nominated Senior Officer* and will include:
- 10.6.1 Verification of the *teacher's* priority for a required transfer; and
 - 10.6.2 Documentation of the *teacher's* preferred outcome if such a transfer is required.
- 10.7 *Teachers* who have completed ten years service in a Level A school who may be required to transfer under the provisions of Clause 8 will have their employment history verified and be consulted regarding their preferred *geographical location*.
- 10.8 The *Department* will effect requested transfers for *teachers* with *eligible service* and required assignments of *teachers* to ensure all *schools/colleges* are staffed appropriately.
- 10.9 The *Nominated Senior Officer* will negotiate with *teachers* identified for a required transfer, an appropriate transfer having regard to their:
- 10.9.1 *School/college employment history*; and their
 - 10.9.2 Personal circumstances.
- 10.10 At the end of this process, the *teacher* will be informed of the timing and the location of their new appointment.



- 10.11 The *Nominated Senior Officer* will facilitate *school/college* visits for *teachers* from the *Eligible Service Priority List* and the *Required Transfer Category* who are transferring to a new *school/college*.
- 10.12 Although every effort will be made to transfer *teachers* seeking a requested assignment who are not completing *eligible service*, a transfer cannot be guaranteed.

11. TRANSFER APPEALS

- 11.1 If a *teacher* believes a required transfer is not in accordance with the provisions of this Agreement, a request for reassessment documenting reasons can be made to the *Secretary* within fourteen days of the *teacher* receiving written notification of the transfer.
- 11.2 The *Secretary* will require a reassessment of the transfer from the Director (Human Resources Management). This reassessment must be made and a recommendation forwarded to the *Secretary* within seven days of receiving the *teacher's* request for reassessment.
- 11.3 The *Secretary* will inform the *teacher* in writing of the outcome of the reassessment within seven days of receipt of the recommendation.
- 11.4 If the *teacher* disagrees with the *Secretary's* decision, she/he may appeal to the Transfer Appeal Panel.
- 11.5 The following procedures will be observed if a dispute arises out of the operation of this agreement:
- 11.5.1 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 seven days of receiving the *Secretary's* written decision to transfer the *teacher*.
- 11.5.2 This must be a written statement clearly documenting appeal grounds.
- 11.6 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*.
- 11.7 Each appeal will be acknowledged in writing within seven days of receipt informing the *teacher* of the procedure to be followed.
- 11.8 The Transfer Appeal Panel will inform the *teacher* in writing within a further seven days of the outcomes of the appeal, and will include the reason for the decision.
- 11.9 This decision is final and will be acted on by the *Department* with no further disputation by any of the parties to this Agreement.



APPENDIX 1

LEVEL A

Abbotsfield Primary School
Albuera Street Primary School
Arthur Early Special Education
Centre
Bagdad Primary School
Beaconsfield Primary School
Bellerive Primary School
Blackmans Bay Primary School
Boat Harbour Primary School
Bracknell Primary School
Brent Street Primary School
Bridport Primary School
Brighton Primary School
Brooklyn Primary School
Burnie High School
Burnie Primary School
Cambridge Primary School
Campania District High School
Campbell Street Primary School
Central Office-seconded teachers
Claremont College
Claremont Primary School
Claremont High School
Clarence High School
Collinsvale Primary School
Cooee Primary School
Cressy District High School
Cygnet Primary School
Deloraine High School
Deloraine Primary School
Devonport High School
Devonport Primary School
District Offices
District Support Services
Dodges Ferry Primary School
Early Special Education Centre
East Launceston Primary School
East Ulverstone Primary School
Elizabeth College
Evandale Primary School
Exeter High School
Exeter Primary School
Fairview Primary School
Forth Primary School
Franklin Primary School
Frederick Street Kindergarten
Geilston Bay High School
Glen Dhu Primary School
Glen Huon Primary School
Glenorchy Primary School
Goulburn Street Primary School
Hagley Primary School
Havenview Primary School
Hazelwood

Hellyer College
Hillcrest Primary School
Hobart College
Howrah Primary School
Huonville High School
Huonville Primary School
Illawarra 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
Lenah Valley Primary School
Letitia House - seconded teachers
Lilydale District High School
Lindisfarne North Primary School
Lindisfarne Primary School
Longford Primary School
Margate Primary School
Meander Primary School
Mersey Heights School
Miandetta Primary School
Mole Creek Primary School
Molesworth Primary School
Montagu Bay Primary School
Montello Primary School
Moriarty Primary School
Mount Nelson Primary School
Mount Stuart Primary School
Mowbray Heights Primary
Munford Street Early Special
Education Centre
Natone Primary School
New Norfolk High School
New Norfolk Primary School
Newstead College
Newstead Heights School
New Town High School
New Town Primary School
Nixon Street Primary School
Norwood Primary School
Ogilvie High School
Orford Primary School
Parkland's High School
Penguin High School
Penguin Primary School
Perth Primary School
Port Dalrymple School
Princes Street Primary School
Prospect High School



Punch Bowl 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
 Rose Bay High School
 Roseneath Primary School
 Rosetta High School
 Rosetta Primary School
 Rosny College
 Sandy Bay Infant School
 Sassafras Primary School
 Scottsdale High School
 Scottsdale Primary School
 Sheffield District High School
 Snug Primary School
 Somerset Primary School
 Sorell School
 South Arm Primary School
 South George Town Primary School
 South Hobart Primary School
 Sprent Primary School
 Spreyton Primary School

Springfield Gardens Primary School
 St George's School
 St Leonards Primary School
 St Michael's Support School
 Steele Street Early Special Ed
 Centre
 Summerdale Primary School
 Table Cape Primary School
 Tarooma High School
 Tarooma Primary School
 The Don College
 Timsbury Road School
 TOLS
 Trevallyn Primary School
 Ulverstone High School
 Ulverstone Primary School
 Upper Burnie Primary School
 Waimea Heights Primary School
 Wesley Vale Primary School
 Westbury Primary School
 West Launceston Primary School
 West Somerset Primary School
 Woodbridge District High School
 Wynyard High School
 Yolla District High School
 Young Town Primary School

LEVEL B

Acton Primary School
 Bowen Road Primary School
 Bridgewater Primary School
 Bridgewater High School
 Brooks High School
 Clarendon Vale Primary School
 Cosgrove High School
 East Devonport Primary School
 Gagebrook Primary School
 Green Point Primary School
 Goodwood Primary School
 Herdsmans Cove Primary School
 Invermay Primary School
 Mayfield Primary School
 Moonah Primary School
 Mount Faulkner Primary School
 Ravenswood Heights Primary
 School
 Risdon Vale Primary School
 Rocherlea Primary School
 Rokeby Primary School
 Rokeby High School
 Warrane Primary School
 Waverley Primary School
 West Ulverstone Primary School



LEVEL C

Ashley Unit
Avoca Primary School
Bicheno Primary School
Bothwell District High School
Branxholm Primary School
Bruny Island District School
Campbell Town District High 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
Oatlands District High School
Ouse District High School
Ringarooma 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
Westerway Primary 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
Waratah Primary School
Zeehan Primary School



**SCHEDULE 3
SALARIES**

BASIS OF CALCULATION FOR RATES OF PAY FOR SALARIES AND RECREATION LEAVE LOADING, WHICH WILL APPLY FROM THE COMMENCEMENT OF THE FIRST PAY PERIOD TO BEGIN ON OR AFTER 1st MARCH 2006, AS PROVIDED FOR IN CLAUSE 8. SALARIES.

STATE/TERRITORY	SALARY MAXIMUM OF TEACHER SCALE OR AST1 EQUIVALENT AS AT 1 JANUARY 2005
VICTORIA	\$59,228
THE A.C.T.	\$64,420
SOUTH AUSTRALIA	\$61,409
WESTERN AUSTRALIA	\$58,585
QUEENSLAND	\$61,591
NEW SOUTH WALES	\$64,104
NORTHERN TERRITORY	\$65,246

AVERAGE SALARY = \$ 62,076* which represents a **6.41%** increase on the Tasmanian Band 1 Level 12 rate as at 1 January 2005 of **\$58,337***.

* Excludes the incorporated Recreation Leave Allowance which for the purposes of calculating the salary increase for January 2005, the amount excluded is \$739.



**TEACHING SERVICE (TASMANIAN PUBLIC SECTOR)
SALARIES AND CONDITIONS OF EMPLOYMENT
AGREEMENT 2005**

CLASSIFICATION	Effective from 10 March 2005 \$pa*
Band 1, Level 1	39251
Band 1, Level 2	40484
Band 1, Level 3	41720
Band 1, Level 4	42950
Band 1, Level 5	45158
Band 1, Level 6	47484
Band 1, Level 7	49929
Band 1, Level 8	52505
Band 1, Level 9	55208
Band 1, Level 10	58015
Band 1, Level 11	60711
Band 1, Level 12	62815
Band 2, Level 1 Old AST 1	62815
Band 2, Level 2	N/A
Band 2 Level 3	68036
Band 3, Level 1	68036
Band 3, Level 2	72380
Band 3, Level 3	76143
Band 3, Level 4	81805
Band 3, Level 5	86840
Band 3, Level 6	90022
Band 3, Level 7	92975
Band 3, Level 8	96540
Band 4, Level 1	96540
Band 4, Level 2	99922

*Recreation Leave Allowance incorporated into salary levels.

