

T14021/2013

17 JAN 2013



**TEACHING SERVICE
(TASMANIAN PUBLIC SECTOR)
PRINCIPALS AGREEMENT 2013**



1. TITLE

This agreement shall be known as the ***Teaching Service (Tasmanian Public Sector) Principals 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 scope of the Teaching Service (Tasmanian Public Sector) Award and the *State Service Act 2000* in school principal classifications as detailed in Clauses 7 or 11 of this agreement.

3. RELATIONSHIP TO THE RELEVANT AWARD

This Agreement is to be read and applied in conjunction with the Teaching Service (Tasmanian Public Sector) Award (\$197) as varied from time to time and provided that where there is any inconsistency, the provisions of this Agreement shall prevail. This Agreement supersedes all other Agreements, however described, dealing with matters within this Agreement.

4. DATE OF EFFECT AND DURATION

- 4.1 This Agreement will take effect from 1 January 2013 and will continue in force until 31 December 2015.
- 4.2 The parties are agreed that the classification methodology in Clause 7 will remain in place for a period of five years and the parties will also jointly review the methodology as part of negotiations for a new Agreement.
- 4.3 Negotiations for a new Agreement shall commence no later than six [6] months prior to the expiry of this Agreement.



5. ARRANGEMENT

Clause	Title	Page Number
1	Title	1
2	Application	1
3	Relationship with the Relevant Award	1
4	Date of Effect and Duration	1
5	Arrangement	2
6	Definitions	2
7	Classification Methodology	2
8	Salary Sacrifice	3
9	Individual School Classifications	4
10	Transitional and Savings Provisions	4
11	Former Classification Methodology and Salary	4
12	Relocation	5
13	Grievances and Dispute Settling Procedure	5
14	No Extra Claims	6
15	Signatures	7

6. DEFINITIONS

For the purposes of this Agreement:

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

"Department" means the Department of Education, Tasmania.

"School Principal" means a person employed by the *Department* under the provisions of the *State Service Act 2000* in a classification contained in Clause 7 or Clause 11 of this Agreement.

"OENI" means *Occupational Educational Needs Index*.

7. CLASSIFICATION METHODOLOGY AND SALARY

7.1 Any school principal position that becomes vacant, either fixed-term or permanent, on or after 1 January 2013 shall be classified in accordance with the following:

Every student = 1 weighting

Aboriginal students = 1.5 weighting



SDR students = 2.5 weighting

Take the result of student enrolments weighted for Aboriginality and SDR and then weight again by the relevant OENI as follows:

Less than .30 = 1 weighting

.30-.39 = 1.1 weighting

.40-.49 = 1.2 weighting

.50-.59 = 1.3 weighting

.60-.69 = 1.4 weighting

.70-.79 = 1.6 weighting

.80 and above = 1.8 weighting

Principal Level	Total Weighted Enrolments	Salary \$
Level 1	Less than 200	108,172
Level 2	210-350	115,322
Level 3	360-500	122,472
Level 4	510-750	129,623
Level 5	760-990	136,773
Level 6	1000 and above	143,923

7.2 The salaries described above are inclusive of the former 11% principals leadership allowance and the former phone allowance.

7.3 The salaries listed in sub-clause 7.1 and in Clause 11 shall be adjusted in line with percentage increases in the Teaching Service (Salaries and Conditions of Employment) Agreement 2012 and any further agreements providing general increases for Bands 1, 2 and 3 teaching staff.

8. SALARY SACRIFICE

8.1 School principals may elect to salary sacrifice for the following:

- Novated lease of a motor vehicle;
- Remote area housing rental, housing loan interest or the costs of purchasing or building a property;
- Remote area is as defined by the Australian Taxation Office.



- 8.2 All salary sacrifice arrangements are to be administered by MAXXIA, or another organisation nominated by the employer.
- 8.3 Any fringe benefits tax, other tax liabilities or direct administrative costs incurred from a salary sacrifice arrangement under this Clause shall be the responsibility of the employee and shall not create any liability for the employer.

9. INDIVIDUAL SCHOOL CLASSIFICATIONS

- 9.1 The employer may determine that a classification for a particular school should be at a higher level than the formula at Clause 7 due to the school's complexity or exceptional circumstances.
- 9.2 The employer will consult with Australian Education Union regarding individual school classifications as per sub-clause 9.1.

10. TRANSITIONAL AND SAVINGS PROVISIONS

- 10.1 All school principals who have been substantively appointed to their current classification shall retain this classification and salary and shall also continue to receive any general increases in salary which apply to Bands 1, 2 and 3 teaching staff.
- 10.2 All substantively appointed school principals who are currently in receipt of a higher duties allowance (HDA) as a result of increased enrolments will retain this HDA for the life of this Agreement provided that enrolment numbers remain at the level justifying the HDA under the former classification methodology.
- 10.3 The former 11% principals leadership allowance will be incorporated into all principal salaries, both for those principals who will continue to be classified under the former classification methodology and those classified in accordance with Clause 7.

11. FORMER CLASSIFICATION METHODOLOGY AND SALARY

A number of school principals will be classified in accordance with the former classification methodology. For ease of reference, the former methodology is as follows:



Classification	Enrolment Numbers	Salary as at 1.1.2013
Level 1	Less than 101	\$101,215
Level 2	101-200	\$107,680
Level 3	Special school with less than 50	\$113,278
Level 4	201-300 Special school with 50 or more	\$121,700
Level 5	301-450	\$129,191
Level 6	451-799	\$133,926
Level 7	800-999	\$138,318
Level 8	1000 and above	\$143,623

The above salaries are inclusive of the former 11% principals leadership allowance

12. RELOCATION

- 12.1 As has been the case under the former principals leadership agreement and the State Service Act 2000, school principals may be required to relocate to different schools where the circumstances of the principal's current school change to the extent that the classification methodology would deem the school to be classified at a lower level.
- 12.2 Any relocation would be subject to consultation between the Learning Services General Manager and the school principal and except in exceptional circumstances, relocation would not occur unless a change in a school's circumstances was constant for a period of at least twelve months.

13. GRIEVANCES AND DISPUTE SETTLING PROCEDURE

Any grievance or dispute in relation to the operation of this Agreement shall be dealt with in accordance with Clause 16 of the Teaching Service (Tasmanian Public Sector) Salaries and Conditions of Employment Agreement 2012.



14. NO EXTRA CLAIMS

- 14.1 The parties undertake that for the life of this Agreement, they will not initiate any additional claims regarding salaries or conditions of employment or any other matters covered by this Agreement.
- 14.2 Provided that the parties are agreed that applications to vary Clause IV-3 Special Allowance of the Award will be the only exception to sub-clause 14.1.



15. SIGNATURES

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



Signature

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

Position

Witness

17 January 2013

Date

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



Signature

Deputy President

Position

Wale (Amanda Walker)

Witness

15.1.2013

Date



Signature

State Manager

Position

R. Madge Ror Madge

Witness

15.1.13

Date

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

