



TASMANIAN INDUSTRIAL COMMISSION

CITATION: Variation of the Hard-to-Staff Schools Teacher Incentive Pilot Program Agreement 2024 [2026] TASIC 42

PARTIES:

Minister administering the State Service Act 2000

Australian Education Union, Tasmanian Branch

SUBJECT: *Industrial Relations Act 1984*, s 59 application for variation of the Hard-to-Staff Schools Teacher Incentive Pilot Program Agreement 2024

FILE NO: T15365 of 2026

HEARING DATE(S): 8 July 2026

HEARING LOCATION: Tasmanian Industrial Commission, Hobart

DATE REASONS ISSUED: 27 July 2026

MEMBER: Acting President N M Ellis

CATCHWORDS: Variation of industrial agreement – application approved – hard to staff schools teacher incentive pilot program - effective from 5 February 2026

REPRESENTATION:

Kiralee Gates for the Minister administering the *State Service Act 2000*

Adam Clifford, Director of Department for Education Children and Young People

Steven Smith, Australian Education Union, Tasmanian Branch

VARIATION OF THE HARD-TO-STAFF SCHOOLS TEACHER INCENTIVE PILOT PROGRAM AGREEMENT 2024 [2026] TASIC 42

REASONS FOR DECISION

HOBART, 27 JULY 2026

[1] On 11 June 2026, the Minister administering the State Service Act 2000 (MASSA) lodged with the Registrar, pursuant to Section 59(2) of the *Industrial Relations Act 1984* (the Act), an application for variation of the Hard-to-Staff Schools Teacher Incentive Pilot Program Agreement 2024 (the Agreement).

[2] The variation seeks to vary clause 7 HARD TO STAFF SCHOOLS TEACHER INCENTIVE – PILOT PROGRAM of the Agreement.

[3] The Minister's submissions regarding the variation are as follows:

"1. This application has been filed with the consent of the parties to provide for a variation to the Hard-to-Staff Schools Teacher Incentive Pilot Program Agreement (the Agreement).

2. The variation of this Agreement has arisen through the extensive negotiations between the parties for a new Teachers Agreement 2025.

3. The offer from the Head of the State Service on behalf of the Minister Administering the State Service Act 2000 (MASSA) to the AEU for a new Teachers Agreement, included a matter to vary the Hard to Staff School Incentive Pilot Program Agreement 2024.

4. Consistent with clause 7.3 of the Agreement, in consultation with the AEU, DECYP reviewed the list of Hard-to-Staff schools.

5. It was agreed to expand the Jordan River Learning Federation schools listed at clause 7.4, from the existing secondary school, to also include Gagebrook Primary School, East Derwent Primary School and Herdsman's Cove Primary.

6. Subclauses 7.4(x), (xi) and (xii) list the new Jordan River Learning Federation Schools added to the list of Hard-to-Staff Schools.

7. This variation is effective from 5 February 2026 (the commencement of term 1, 2026).

8. New subclauses have been included at 7.10 to 7.13, which provide the details for a transition payment in circumstances where following a review of the Hard to Staff school list (consistent with clause 7.3), a school is reassessed and removed from the list.

9. Where this occurs, employees who had previously been in receipt of the incentive payments, will be entitled to a transition payment for 12 months, at the rate of 50% of the amount they would have received if the school had remained on the list.

10. The transition payment will be pro rata and paid in two instalments in the same way as the incentive payment is paid, according to clause 7.7 and 7.8.

11. This variation will be effective from the commencement of Term 1, 2027, which is 4 February 2027.

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[4] The written submissions of the Australian Education Union, Tasmanian Branch stated that there is consent to the variations, the variations do not disadvantage those employees covered by the Agreement and that the variations sought are in the public interest.

[5] I am satisfied that the variations do not disadvantage any employees covered by the Agreement, there is genuine consent to the variations, and the variations are in the public interest.

[6] Pursuant to s 59(2), the variations are approved.

[7] It is noted that these variations are to be read subject to and in conjunction with the Agreement and subsequent variations that have been made.



N M Ellis

Acting President