

# TEACHER TRANSFER AGREEMENT BETWEEN IVEA / TUI

March 1999.

## **THE FOLLOWING DEFINITIONS APPLY TO TRANSFER**

A. A Compulsory Transfer takes place when a teacher is transferred, without requesting it, to another school.

B. A Voluntary Transfer takes place when a teacher volunteers to transfer to a vacancy which would otherwise be filled by a compulsory transfer.

C. A Requested Transfer takes place when a teacher formally requests transfer, for his/her own convenience, to another school.

Note : Removal expenses under **CIs' 20/84** and **92/85** are payable to teachers who voluntarily transfer or who are compulsorily transferred, but are not payable to teachers who request a transfer.

## **THE FOLLOWING PROCEDURES ARE TO BE USED IN THE EVENT OF TRANSFER OF TEACHERS**

- 1 .** That CEOs should invite requests for transfers in conjunction with requests for job-sharing, career breaks, secondment etc.
- 2.** That CEOs summon a meeting, normally in April, to discuss and advise Union Branch officers of possible/proposed Transfers. An additional meeting may be necessary in the case of PLC courses.
- 3.** That CEOs should, in a compulsory transfer situation, then seek voluntary transfers within a particular school, while informing the entire staff that a compulsory transfer/s will take place. The staff should also be informed of subject areas where over-staffing is occurring but without reference to particular individuals. Some members may at this juncture be willing to transfer voluntarily or have other career plans which may alleviate a problem.
- 4.** Following completion of the process (3 above) and in the event of any of the requested, voluntary or compulsory transfers being imminent, the CEO /Education Officer I Delegated officer of the Committee concerned, will consult with the affected person/s and their Union or other representative, if so requested by the affected person to clarify the issues of transfer and its application in accordance with Clause 6 below.

**NOTE**

This complies with Memo V7 Section 20.1 S.S. (viii) which states:

"Before the headquarters of a teacher is changed from one centre to another the alternation shall be discussed with the teacher in the first instance and shall not take effect until reasonable notice has been given".

5. Notice of transfer should normally be given before the end of May and subsequently, where necessary, as close to that date as is practicable.

6. In the situation where there is no teacher willing to transfer the principle of "last in, first out" should apply subject to satisfying the educational needs of the school scheme, and as determined by the Vocational Education Committee. The following factors should be used in descending order of importance in considering the implementation of the "last in, first out" policy :

- (i) Length of Wholetime and EPT service in the school.
- (ii) Length of Wholetime and EPT service within the scheme
- (iii) Overall Wholetime and EPT service.

Note: Where a teacher has already been compulsorily transferred or volunteered to transfer to the present school, service within the VEC scheme shall be deemed to be service within the school for the purpose of the operation of this policy.

7. Where full transfers are not necessary but teachers are being requested to travel between centres, the criteria in 6 above shall be used for the purpose of determining the particular teacher for transfer.

**REVIEW PERIOD**

This agreement will be reviewed after a period of two years i.e. by November 2000.

**MEMO V7**

The third and final phase of these on-going negotiations includes a complete review of Memo V7.

## Addendum 2025

### Agreement on Distance Arrangements for Teachers in ETBs

Under the auspices of the Department of Education External Staff Relations section, the following has been agreed between ETBI, the TUI and the Department on the calculation of distance where a teacher is being compulsorily transferred under the 1999 IVEA TUI Teacher Transfer Agreement.

Where an ETB requires a teacher to compulsorily transfer from one work location to a different work location, the maximum transfer distance will be 45km from either the current work location or the home address (by reference to HR records), whichever is the shorter commute by distance i.e., by road. e.g., using Google maps.

In line with the principles of the Public Service Agreement 2010-2014 and Haddington Road Agreement,

- a. such transfers will also have regard to reasonable daily commute time.
- b. It is recognised that an ETB may wish to compulsorily transfer a teacher beyond the maximum distance (45km) and, in such circumstances, meaningful consultation and agreement is necessary with the teacher concerned.

Should an ETB not have hours available in the existing work location or not have hours available within the maximum 45km as set out above and the teacher does not wish to travel beyond the 45km, that teacher (following operation of the 1999 IVEA TUI Teacher Transfer Agreement as clarified above) will be placed on the Teacher Redeployment Panel.

Agreed by the ETBI Chief Executive Forum and TUI Executive Committee for signature by both parties (ETBI and TUI) on 10 April 2025.

Signed Paddy Lavelle  
On behalf of ETBI  
Paddy Lavelle  
General Secretary

Signed Michael Gillespie  
On behalf of TUI  
Michael Gillespie  
General Secretary