

October 20, 2005

Dr. Hon Yeung Sum,  
Chairman,  
Panel on Education,  
Legislative Council,  
Hong Kong.

Dear Dr. Yeung Sum:

We would like to thank you and the Panel on Education for continuing to support our cause in trying to establish a satisfactory salary package for Net teachers in Hong Kong.

Whilst we are generally happy with the solutions which we have worked long and hard to find with the EMB, there are certain conditions which the EMB have applied which we find problematic.

In particular we wish to direct the Panel's attention to five points in the EMB submission:

**1. Paragraph 15 (b)** states: "the new retention incentive will only apply to a NET who has completed two years of continuous service;"

To this item, we would suggest adding: **“Cases where a NET has had a one-year gap in employment will be considered and treated on a case-by-case basis. NETs must apply for this consideration.”**

**2. Paragraph 15 (f)** states: "eligibility for the retention incentive is subject to the school management's satisfaction with the NET's performance and the willingness to retain his or her service"

Here, we would like to add: **“or continued service elsewhere within the Hong Kong NET Scheme.”** This would then take into account the situation where a Net had an unhappy match with a school, but was re-employed by another school where both parties were then happy. The purpose of this bonus is retention in the scheme, not at any one school.

**3. Paragraph 15 (h)** states, in the last sentence: “However, transferal of performing NETs from one school to another for good reason will not be subject to the above forfeiture;"

We would like the underlined phrase deleted. Movement between schools may well be advantageous to both a NET and a school. The implication of the phrase as it stands is that movement is to be discouraged. There is also a burden of proof required here which is open to a very wide interpretation.

"Good" is a word which is purely subjective. In fact what one person deems "good" may well be deemed "bad" by another. Again, since the purpose of the retention bonus is to stem the flood of departures from Hong Kong, it surely serves its purpose when a NET remains in HK but changes schools.

**4. Paragraph 15 (h)** In relation to termination of contract and clawing back of the retention bonus, we would like to add a sentence at the end to protect NETS who are forced by unforeseen circumstances to terminate before the natural expiry date, as follows: **"In**

**unforeseen circumstances which may cause early termination of a contract, non-forfeiture will be considered on a case by case basis."**

We can think of many situations where the NET's situation may change drastically in the family or home country which puts undeniable pressure on the NET to terminate the contract early. We would like it spelt out that under these circumstances, their case will at least be considered.

**5. Paragraph 42.** We would like to add one further phrase to the sentence: with effect from the 2005/6 school year, **"in accordance with individual NET's start of contract date."**

We hope that the Panel will consider these requests as reasonable. It is in all our interests to ensure that this long process comes to a satisfactory conclusion for all parties. We assure you that all NETs will feel that they have more security if the above minor changes are made. We remain,

Respectfully,

SA&G Committee