

LRC Proposals on a Draft Public Service Agreement

The following is an analysis with section/paragraph references to the LRC Proposals on a Draft Public Service Agreement. It should be read alongside the document which can be downloaded from the TUI website.

It is important to note that the document is not an agreement but is a set of proposals that is currently being put to a ballot of members in the various public sector unions, including TUI. Therefore, at present, nothing is “agreed” between the parties. All references in the document to “agreement” are covered by the same caveat.

The final paragraph of the **Executive Summary** states: “When economic circumstances allow and the public finances are restored to a sustainable position, the pay measures contained in this Agreement will be reviewed.”

This paragraph raises a significant issue that relates to the credibility of Government and the durability of any assurances. It does not constitute a firm commitment, is extremely vague and makes the pay cuts potentially far more long lived than the duration of the agreement. In the Public Service Agreement 2010-2014 (PSA1) there was provision for restoration of the pay cuts to those on lower pay when savings were made. This has not happened. In circumstances where the public finances are restored and savings are made it is arguable that the commitments in PSA1 would take precedence over the new proposals. Therefore restoration of the pay cuts in the current proposals could be very significantly delayed.

Section 1.12 states: “This Agreement, subject to ratification by the parties, will apply for a period of 3 years from 1st July 2013.” However, inference may not be drawn from this that the pay measures will be rescinded by July 2016.

Under **section 1.14**: “The Government agrees that, in the event that the commitments or assumptions reaffirmed under this Agreement must be revisited, the Parties will meet to discuss the circumstances that had arisen and the implications for the Agreement.” In PSA 2010-14, the Government made a similar commitment. However, these proposals amount to a revisiting of and a reneging on that agreement (which, we believed, would run until mid-2014). Therefore, what credence can we lend to this new commitment?

Additional working hours

At second level, **section 2.3 and section 2.18** mean that all teachers currently in receipt of the S&S allowance will lose that allowance. Payment of the S&S allowance will cease with effect from the 1st September 2013. Every teacher, irrespective of whether they were in receipt of the S&S allowance, will now be required to provide 49 hours of S&S cover per year from the 2013/2014 school year onwards, as set out in the document Appendix.

The Appendix states that time currently assigned to S&S will be increased from one and a half hours in any given week to two and a quarter hours. The additional time may only be used for substitution. Teachers will be required to be available for S&S for five class periods per week, this is an increase from the current three class periods.

The Appendix also sets out that in addition to the current usage of S&S, the expanded scheme will be used to cover all uncertified sick leave absences and official school business absences, as well as the first day of certified sick leave, death in family leave, force majeure leave and illness in family leave.

The effect of the elimination of S&S in percentage terms disproportionately affects teachers on lower incomes whereby S&S makes up a greater proportion of their salary. The severity of this cut is further magnified for pro-rata teachers who may up to now have opted in for more than their pro-rata S&S hours (e.g. for part-time pro-rata teachers who, in addition to their pro-rata allocation of S&S hours, may have been working additional S&S hours forgone by teachers who did not opt into the scheme).

At third level, section 2.3 means that academic staff will work an additional 78 hours per year to be applied towards examination marking, evening weighting, church holidays and weekly lecturing time offsets, as set out in the Appendix.

The removal of payment for examination marking will result in an estimated loss of €4.25 million to members in the IoT sector. This direct cut to examination payment will result in members losing €8.13 per examination script, €2.76 for practical assessments and up to €20 for projects and dissertations. There will also be an inherent disproportionality and, therefore, unfairness in its effect. Those with a relatively greater assessment workload will both retain that workload and lose a very substantial proportion of their annual income.

Applying hours to examination marking is unwise and extremely problematic. This will bring the examination process and quality assurance procedures to the forefront in industrial relations terms. Once a staff member has utilised the allocated time will s/he stop marking any remaining examination scripts? In addition, this proposal demonstrates a fundamental lack of understanding of the examination process, the forms of examination and assessment and the use of examination as a pedagogical tool for feedback and learning.

Elimination of the offsets will result in additional teaching hours for permanent lecturing staff and therefore fewer hours will be available for fixed term staff. As a result, there will be a loss of fixed term jobs or hours. In addition, the weekly lecturing time offsets are not specified and could apply to a range of initiatives. It is unclear how the removal of the church holiday allocation will be calculated, distributed and utilised. This time allocation has the potential to displace part-time /fixed-term hours.

Section 2.3 also sets down that members with a 35 hour week (e.g. Youthreach) will have their hours increased to a minimum of 37 hours.

Section 2.6 regarding the deployment of the extra hours does not apply to second level teachers but further clarification is required concerning Youthreach and third level.

Section 2.8 states: "Staff will co-operate with the revisions to rosters necessary for the full deployment of the additional hours and with any consequential revisions." This section has possible implications at both second and third level that could have serious implications. Any inferences that there is no need for consultation with regard to rostering is unacceptable.

Further headcount reduction

It is clear that the intention of **section 2.11** is that increases in working hours are with a view to securing headcount/staffing reductions. While the specific proposals for the education sector are somewhat oblique, it is the case that an increased S&S liability at second level and the cessation of offsets at third level will reduce the number of hours available to fixed term members and will result in further job losses. Furthermore, over and above the potential effects of these proposals, reductions that will take effect from September 2013 have already been introduced to the system by Budget 2013, by for example the FE/PLC PTR increase. The ongoing operation of a combination of the Employment Control Framework and cuts by the HEA in recurring grants to the IoTs will lead to an additional tranche of cuts. There is no guarantee that Government will not introduce in the next budget even further cuts through PTR changes, programme closures and rationalisation and the further operation of the employment control framework. In fact, such cuts are most likely.

Under **section 2.17** the 1.5 weighting for teaching between 6 p.m. and 8 p.m. in the IoTs will be removed. This will result in staff having additional timetabled hours which may, in turn, result in other staff (part-time/fixed-term) losing hours by displacement. In addition the cost disincentive currently associated with timetabling staff after 6p.m. would be removed and the timetabling of staff for classes after 6 p.m. would in all likelihood increase. This could cause significant difficulties for members in terms of work-life-balance and increased childcare costs.

Pay measures

The pay cut provisions involving specific measures in respect of S&S, adjustments to increments and incremental dates and cuts in so-called 'higher remuneration' need to be considered in respect of their cumulative effect. These provisions are both complex and confusing and their operation will give rise to a sequence of anomalies and significant unfairness.

Sections 2.21 – 2.27 mean that from the date of implementation (1st July 2013):

- Public servants who earn less than €35,000 a year will receive their next increment when it falls due and then wait 15 months (rather than 12) before any following increment is paid.
- Public servants who earn between €35,000 and €65,000 will receive their next increment when it falls due, then wait 15 months (rather than 12) before any following increment is paid, and then 15 months (rather than 12) before the next increment is paid.
- Public servants who earn over €65,000 will have their increments frozen for a period of three years from the date of implementation of the proposals.
- Public servants who earn between €35,000 and €65,000 a year, and who are now at the top of their salary scale, will forfeit six days leave or the pay equivalent of the six days or the pay equivalent of half their last increment, whichever is the lesser. This applies over the lifetime of the agreement (ie, before the end of 2016). Please note, this is not a permanent reduction in annual leave entitlement – it is a once-off loss of six day's leave spread over a three year period. Equally, it is not a permanent pay reduction, it is a once off payment equivalent to six days leave or half the last increment, whichever the lesser.

(Please note a teacher reaches the maximum of the scale at point 25 rather than when they receive the long service allowance).

If, as a result of an increment or other payment such as a post of responsibility allowance, a worker's earnings surpass €35,000 during the lifetime of the proposed agreement, they will then wait 15 months for their next increment, as per the arrangements for staff earning €35,000 - €65,000.

If, as a result of an increment or post of responsibility allowance, a worker's earnings surpass €65,000 during the lifetime of the proposed agreement, they will then have their increments frozen for the remainder of the agreement, as per the arrangements for staff earning over €65,000. They will also be subject to the pay reductions applicable for those earning over €65,000 as outlined below.

Under **section 2.28**:

- For members earning between €65,000 and €80,000, a reduction of 5.5% on full earnings up to €80,000 (salary inclusive of allowances) will apply. The effect of this measure, however, may not cause earnings to fall below €65,000 (i.e. a floor of €65,000 will apply). Any members earning between €65,000 and €68,783 will, by virtue of the floor, have their earnings reduced to €65,000.
- Any additional earnings between €80,000 and €150,000 will be reduced by 8%.
- Any further earnings between €150,000 and €185,000 will be reduced by 9%.
- Any earnings over €185,000 will be reduced by 10%.

A member earning between €65,000 and €100,000 will move to an off-scale point following the pay reduction. There is no assurance whatsoever that if the cuts are rescinded the member will be immediately restored to their pre-cut earnings nor is there any clarity as to the mechanism that will be employed. For example, it is not clear if a teacher/lecturer would have to retrace his/her steps through incremental points that they had previously travelled.

Salary scales above €100,000 will be permanently reduced by the appropriate percentage, based on the application of the reductions above.

Section 2.29 means unions will be required to enter negotiations, the express purpose of which is the elimination of certain so-called 'legacy allowances' from existing holders (See TUI website and November TUI News). This represents a significant threat to the incomes of many of our members over and above the other cuts included in the proposals.

In the context of the proposed negotiations, the provisions of Labour Court Recommendation 20448 – issued in January 2013 - will apply. This states: "Where a pensionable allowance is paid across a grade and relates to the normal duties of the grade, it might reasonably be regarded as part of normal pay. In such cases the most appropriate mode of eliminating the allowance may be to incorporate it into core pay. Where an allowance relates to a particular duty or function that is performed in addition to the normal duties of the grade different considerations apply. Where a recipient is no longer required to perform the additional duty or function to which the allowance relates, its elimination may be justified. In such cases the payment of compensation, if any, should be a matter for negotiation. Where, however, the recipient is expected to continue performing the additional duty or function (other than as part of a wider restructuring of the pay or duties of the grade) it is difficult to see how the total elimination of the allowance can be justified."

However, it is notable that the LRC proposals do not envisage that elimination of the pensionable S&S allowance will be compensated in any way.

Under **section 3.31**, legislation will be introduced to cut public sector pensions over €32,500 by between 2% and 5%.

Section 3.33 commits Government to introducing revised salary scales for new entrants that (a) bring about the integration (at the maximum point) of the 2011 and February 2012 scales, (b) partially compensate 2011 and 2012 entrants to teaching for loss of the supervision and substitution allowance and (c) begin the process of moving towards the re-establishment of a single common basic scale based on the 2010 scale. At the time of writing, the revised pay scales have not issued but we are aware that they are in preparation. A revised scale for Assistant Lecturers appointed since 2011 is also awaited.

Section 3.7 means the maximum distance set out in the redeployment scheme for second level remains unaltered at 50 km.

Section 3.9 states: “Where redeployment is not an option and taking account of the business needs of the organisation there may be circumstances where voluntary departure would be appropriate. In such situations there will be discussions with the relevant unions on the terms of any arrangement (which will be in line with any centrally agreed arrangements).” In this section, the word voluntary retains its meaning.

Nonetheless, the reference to “voluntary departure” may represent a veiled threat to the integrity of the existing redeployment scheme. The “centrally agreed arrangements” may refer to the collective agreement on voluntary redundancy concluded between the Public Services Committee of the Irish Congress of Trade Unions and the Department of Public Expenditure and Reform in June 2012.

Grade rationalisation

Under **section 3.18**, “each sector will bring forward proposals for grade rationalisation with a view to restructuring grades in each sector by 2014 [and] develop and implement proposals to further reduce management numbers by increasing the span of control”. This potentially represents a major threat to middle management grades and/or promotional opportunities at second and third levels. It is possible to infer from this an intention to assign a wider range of (non-teaching) functions to grades below those grades to which such functions have heretofore been assigned. This could have serious workload implications and could be used further to reduce career opportunities. The potential workload implications extend to un-promoted grades.

Section 4.2 states: “Where agreed procedures for managing instances of consistent performance issues have been exhausted (see Paragraph 3.11), dismissal from the public service will be actively pursued.” This is a gratuitous generalisation that carries an unacceptable inference.

Anomalies

Section 5.3 deals with the issue of anomalies as follows: “The parties recognise that the complexity of the measures contained in this Agreement are such that unforeseen anomalies can arise. The parties undertake to interpret this Agreement in good faith and to approach the resolution of any such anomalies in a positive fashion commensurate with the commitments contained within the Agreement. In the event that any anomaly cannot be resolved by Agreement, the binding dispute resolution mechanisms provided for under this Agreement should be utilised.”

The proposals are replete with anomalies and questions to which no answers have been

provided by government/management to date. These anomalies and questions are so numerous that only some of them are addressed above. TUI and other unions have sought but have not, at the time of writing, received clarifications or answers and there are no indications that these are imminent.

Why, we ask, would anybody vote to accept proposals that are so vague and permissive and that have the potential, over a period of time, significantly to increase the workload of teachers and lecturers and hand inordinate powers to management? It is the view of the Executive Committee that the only safe and rational decision is to VOTE NO to these proposals.