

Public Service Agreement: Third Level

Members' questions answered

CONTRACT REVIEW

Q1. Can the two hours flexibility be used to increase the hours of permanent SLIs/ Ls/ALs and, thereby, to reduce or eliminate the hours of existing fixed term pro-rata or hourly paid lecturers?

No. The agreement states that "it is not the purpose of this proposal that these additional hours will be used as a mechanism for the reduction of the hours of existing staff". The union considers that the agreement does not allow use of two hours flex for that purpose and/or to that effect (even if unintended).

Q2. Can an institute use the two hours flex to increase the hours of lecturers/ALs on permanent whole-time contracts and, as a consequence, reduce the hours and salary of lecturers/ALs on Contracts of Indefinite duration?

No. The union considers that the agreement does not allow use of two hours flex for that purpose and/or to that effect (even if unintended). Moreover, a Contract of Indefinite Duration guarantees a specified level of payment pro-rata a comparable whole-time colleague. In a CID, the level of payment is expressed in term of a fixed number of weekly hours which, as appropriate, translates as a proportion of 16 or 18. If management fails to assign the full complement of weekly hours set out in the CID, the CID holder nonetheless continues to be entitled to salary on the pro-rata basis expressed in the CID. The same is true of a permanent whole-time lecturer/AL who is assigned fewer than 16/18 weekly hours – the drop in hours does not affect her/his entitlement to full salary.

Q3. Do 560 and 630 lecturing hours remain as the annual maxima for Lecturers and Assistant Lecturers, respectively?

Yes.

Q4. Do 16 and 18 lecturing hours remain as the weekly norms for Lecturers and Assistant Lecturers, respectively?

Yes.

Q5. Does 35 weeks remain as the annual maximum number of lecturing weeks?

Yes.

Q6. Does the agreement alter in any respect the 20th June to 1st September holiday period?

No.

Q7. Do the previous arrangements in respect of flexibility continue - i.e. plus or minus three hours producing an average within the lecturing year of the institute that does not exceed the weekly norm for the grade?

No. The union's view is that the PSA constitutes a new agreement that supersedes pre-existing agreements. Therefore, the maximum flexibility that can be required of an SLI, a lecturer or assistant lecturer is 2 hours over the weekly norm for the grade (i.e. 16/18). However, there is now no compensation within the lecturing year of the institute by way of flexibility downward from the norm. In effect, a lecturer can be required to lecture for 18 hours and an Assistant Lecturer for 20 hours in each week of the lecturing year of the particular institute, subject to the aggregated hours not exceeding 560 or 630, respectively.

Q8. Is institute management obliged to timetable all the staff in the affected grades for the two flex hours?

No. The agreement is clear in stating that "individuals in lecturing grades may be required at the discretion of management to flex upwards by up to two lecturing hours above the current

norms". The use by management of the flexibility will depend upon timetable requirements, may vary and could involve none, part or all of the flexibility.

Q9. If an SLI/Lecturer/AL is timetabled to deliver all or part of the two flex hours must s/he deliver them?

Yes.

Q10. Can non-lecturing work or attendance – as provided for in the sectoral contracts applicable to the grades – be offset against the two hour flex?

No.

Q11. Could the upward only flex of 2 hours lead to the suppression of a Whole Time Equivalent (WTE) in an institute's allocation were a lecturer to retire and her/his hours to be distributed among 8 of her/his colleagues? Would such a scenario suggest that the agreement could be used by an Institute as a facility to reduce numbers beyond the parameters set out in the Employment Control Framework (ECF), notwithstanding the LRC's assertion to the contrary?

Yes. In this scenario, a post could be suppressed with or without reference to the parameters of the ECF.

Q12. To defend against such a scenario, does the TUI interpret the agreement as holding that such compacting of hours (resulting in the suppression of a WTE) is not allowed in the case of posts that become vacant due to retirement?

Yes.

Q13. What is the purpose of the review clause?

The union sought inclusion of a review mechanism on the basis that academic staff in Institutes of Technology have weekly lecturing norms and annual maxima that far exceed national and international norms and best practice in Higher Education, that the Department's narrow agenda and demands exacerbate an already unsustainable situation and will, if implemented, significantly damage the IoT sector by severely limiting its capacity to develop and provide programmes at Levels 8, 9 and 10 of the National Framework of Qualifications (NFQ). The union is of the view that a review would provide an opportunity both to undo the sectoral damage inflicted by the Department's demands and to advance the union's case for an appropriate academic contract that is fit for academic purpose, recognises new teaching and learning modalities, takes full and fair account of the wide range of programmes already being provided by institutes and facilitates both further programme development and provision for the growing and increasingly diverse learner cohort in a manner that assures the quality and integrity of teaching, learning and research. In that context the union's principal demand would be for a significant reduction in lecturing hours.

Q14. Will a review not simply provide the Department with an opportunity to make further unwarranted and damaging demands?

The union recognises that review inevitably involves a latent risk. The union will identify and seek to negate any such risk. Even in the absence of a review the Department may make more demands, or solicit other actors to do so, whereas the union requires a clear mechanism such as a review.

QUALITY ASSURANCE**Q15. What changes to the existing Quality Assurance process are contained in the agreement?**

Prior to the operation of the agreement the QAI form was in



hardcopy only. It was distributed by the lecturer to her/his students who completed it and returned it directly to the lecturer. The completed QAI form was owned by the lecturer. A summary of her/his students' comments was relayed on the QA2 form by the lecturer to her/his Head of Department.

Under the terms of the agreement, the QAI form is to be provided on-line and submitted electronically by the student to the lecturer and "designated management representatives with a role in quality assurance." In such a context, it is the absolute responsibility of management to ensure the security of the form and the information it contains and to ensure that the form and information are available and used solely for the purposes of Quality Assurance as defined by the relevant collective agreement.

Q16. Can the QAI form and/or the information it contains be used for disciplinary purposes?

No. The form and/or information it contains has no purpose beyond Quality Assurance and cannot be used as a pretext for, to initiate or in respect of any part of a disciplinary process.

Q17. Can the QAI form and/or the information it contains be used as a pretext for withdrawal of an increment and/or refusal by institute management to award an increment and/or deferral of award of an increment.

No. Withdrawal of an increment or refusal to award an increment or deferral of award of an increment are disciplinary sanctions which may result from, and only from, the process set out in the nationally agreed Disciplinary

Procedures. The QA process is entirely discrete, has nothing to do with the disciplinary process, is not an alternative disciplinary process and cannot give rise to the imposition of disciplinary sanctions.

ADDITIONAL TIME**Q18. Can the additional time (1 hour per week or part thereof in the case of those with a pro-rata liability) be used for lectures, practicals or tutorials?**

No. The additional time can only be used for the purpose of meeting students.

Q19. When can the additional hour be timetabled?

The additional hour can be timetabled only during the normal weeks of lecturing in the particular institute. The timetabling of this hour by management must be reasonable, having regard to the pattern of lecturing hours on the individual lecturer's timetable.

REDEPLOYMENT

Talks in regard to a redeployment protocol have commenced. However, a protocol for members in the Institutes of Technology has not yet been agreed. In these talks, regard will be had to the principles that underpin the existing protocols (for primary and post-primary teachers and for non-academic staff of the Institutes).

The operation of the Employment Control Framework may have the effect of reducing fixed term work in institutes. If Branches become aware that, over and above this direct effect of the ECF, there is any use of the 2 hour flex to reduce or extinguish the hours of non-permanent, fixed-term colleagues, the relevant Area Representative and TUI Head Office should be so informed as a matter of urgency.