**This Document should be read in conjunction with Public Service Agreement and the**

**Questions and Answers posted on the TUI Website**

**Croke Park – 33 hours**

The 33 hours apply to all teachers who are paid as teachers assigned to schools, centres and education services. However, teachers employed on a part-time basis will have a pro-rata liability in respect of the additional hours.

Periods of time of less than one hour’s duration will be reckonable towards the 33 hours.

Before a decision is made in regard to use of the hours a proposal should be put to the teaching staff, providing the rationale for and information in regard to the proposal. The teaching staff must be given adequate time to discuss the proposal and provide considered responses.

TUI’s policy position is to preserve the integrity of the school year and day. Members are reminded that existing policy states that the required 167 teaching days should not be exceeded. This policy must be respected and must be borne in mind when coming to a decision that, in the terms of the Agreement, requires a consensus.

School management may designate the use of the 33 hours to provide additional time to deal with some or all of the following items:

* School planning and policy development (including subject planning)
* Staff meetings
* Parent teacher meetings (in line with the agreed formula for such meetings)
* Induction
* Nationally mandated in-service/continuous professional development e.g. new programmes or syllabi
* Approved school arranged in-service/continuous professional development
* Appropriate further education activities
* Substitution and supervision

TUI members and negotiators will at all times keep in mind that the definitions of consultation and consensus as provided for by the agreement (and set out later in this document) must apply. Members and their TUI representatives involved in local bargaining should ensure that arrangements are practicable and workable, taking cognisance of what has worked previously.

If school management attempts to impose arrangements which require consensus without consensus being achieved the grievance procedure should be initiated. For any use of the 33 hours not requiring consensus the TUI representatives must insist on appropriate consultation.

None of the 33 hours may be given over in any way to work which heretofore had been regarded as work appropriate to a post of responsibility.

This includes the following;

* Work currently being undertaken by an existing post holder
* Work that has been identified as appropriate to a possible future post and that was on the relevant list under CL 20/98
* Work previously carried out as a duty of the post by a post of responsibility holder who has now retired or has resigned her/his post of responsibility

The importance of this cannot be overstated. If this principle is allowed to go, then any possibility of a return of posts of responsibility will be seriously diminished.

1. **Consultation**. Members are reminded that consultation is defined in legislation as being “consultation with a view to achieving agreement”.
* Being presented with decisions is not consultation.
* being told in advance what is about to happen is not consultation.

Consultation must be genuine and must seek to accommodate any issues which might be raised in the process of consultation. It is also a prerequisite that all information necessary for fully informed decision making be provided to employees/union in relation to the matter which is the subject of consultation.

1. **Consensus**

The term consensus is set out in the letter from the Labour Relations Commission dated 12th January, 2011. This letter is reproduced in the copy of the Public Service Agreement (Outcome of Discussions) issued to all members in January. The definition of consensus is as follows:

*In this context consensus does not mean a simple majority or veto but is provided where general agreement and support has been granted.*

It is clear from the above that consensus does not require unanimity but requires significantly more than a simple majority.

1. **The TUI position and required process in relation to the achievement of consensus is that:**
* TUI to convene a local meeting of members
* This meeting is to address any issues in relation to the 33 hours
* At this meeting a vote to be taken by TUI members present as to whether to accept or reject each proposal requiring consensus presented by management.
* The position of the TUI members as determined by majority vote at the Local meeting should be communicated to all TUI members in the school and should also be communicated to management
* If the TUI position is to reject the proposal then there can be no consensus is respect of this proposal.

Note: In dual union schools a meeting should be held with the representatives of the other union in relation to any proposal that requires consensus in order to inform them of the TUI position (as determined above).

**Calendar**

Before the school finishes for the (current) academic year, the calendar for the use of the 33 hours in the next academic year must be agreed by staff, after consultation and consensus (as appropriate). The agreed calendar of usage of the additional hours must be made available to the school community at the commencement of each school year. This calendar can subsequently be changed only in exceptional circumstances and only then following consultation and consensus (as appropriate) and a staff meeting called for the purpose of considering and responding to a written proposal to change the agreed calendar.

**Time**

If meetings are held after school then the designated agreed start time is at the end of the school day. **These meeting will be deemed to have started when the last timetabled class finishes.**

If, for the purpose of a meeting held after school, teachers are required to travel from their base the time between the end of the school day and the commencement time of the meeting counts as part of the 33 hours. This also applies to teachers waiting at the venue for the meeting to start.

Teachers job-sharing or in pro-rata contracts of less than full hours will have a reduced (i.e. pro-rata) liability in respect of the 33 hours. This liability does not apply to those employed on an hourly paid casual basis; they have no liability to carry out any of the 33 hours. Non-casual part-time teachers paid at their personal rate may have some liability with regard to the 33 hours. This will have to be addressed on a case by case basis

**Definition Casual /Non Casual**

**Non-casual part-time teacher**

 A fully qualified part-time teacher who is employed to teach for a period in excess of

150 hours during the school year but for less than the course of a full school year is classified as a“non-casual part-time teacher” and is entitled to a non-casual part-time teaching contract. If you are employed to replace a teacher on maternity leave or extended sick leave you may fall within this category.

**Casual part-time teaching contract**

 A fully qualified teacher who is not employed on a Pro-rata Contract or on a Non-casual Teaching Contract is regarded as working on a casual basis for the first 150 hours worked in the school year. If, as such a teacher, you work for more than 150 hours in the school year each additional hour in excess of 150 will be treated as a non-casual part time hour and will be paid at the teacher’s personal rate.

**Meetings**

It is advisable to maintain minutes and a record of meetings that use the 33 hours. The period set aside in the agreed calendar should be clearly logged.

In addition to staff meetings and parent teacher meetings which are specifically provided for under circular letter. These are whole school activities and the benefit accrues to all . Other meetings that may make use of the 33 hours can cover a wide range of activities: subject planning; programme planning (LCA, LCVP, Transition Year etc.); curricular planning; year group; tutor group; discipline; SDPI. These meetings can occur on an agreed basis at a variety of times throughout the academic year and set out in the agreed calendar and should be counted towards the 33 hours.

In the case of staff meetings, school management may utilise some of the additional hours to remove the ‘half in ‘element of these meetings. CL 25/11 allows buy out of the half-in element.

**Parent Teacher Meetings**

The existing three parent teacher meetings operate under circular letter AM 58/04 . All extra agreed parent teacher meetings can mirror this arrangement with three hours being allowed for each meeting against the 33 hours.

**CPD**

Approved school arranged in-service/continuous professional development counts towards the 33 hours. Nationally mandated/continuous professional development also counts towards the 33 hours. This includes training on a whole school basis, as an identified teacher/subject group and as an individual. All hours in attendance at these courses which are outside the member’s timetabled hours count towards the 33 Hours. Adequate time should be allocated for CPD when agreeing the use of the 33 hours.

The time allocated to in-service as part of the 33 hours to be negotiated locally. Proof of in-service on an individual basis is by certificate issued by the appropriate providing body.

**S&S Scheme**

The 33 hours may be used for supervision and substitution (only for teachers contracted into the S&S scheme) only after utilisation of the hours on the other specified activities has been exhausted.

The agreement does not affect current arrangements in respect of Supervision and Substitution in any way other than by extending the availability of each teacher to undertake Substitution by one additional class period per week. The maximum time to be devoted to S&S remains at 90 minutes in any week. Teachers who are not contracted into the S&S scheme cannot be required to undertake such work as part of the 33 hours.