



Teachers' Union of Ireland

Aontas Múinteoirí Éireann

Public Service Agreement 2010-2014

Outcome of Discussions



January 2011



A WORD FROM THE TUI PRESIDENT

Discussions have now concluded on the Public Service Agreement.

TUI entered talks on the basis of the mandate the Union received following a ballot in November 2010 in which the membership voted in favour of the following proposition:

Considering the developments in relation to the Public Service Agreement, it has been decided to ballot members on the suspension of industrial action to allow the Union to participate in discussions with the Department of Education and Skills on issues arising from this Agreement. The outcome of any discussions will be put to a ballot of the appropriate members of the Union before anything is agreed.

Do you agree to temporarily suspend the industrial action introduced as a result of the imposition of the Pension Levy and of the Pay Cuts to allow the Union to engage in discussions related to the Public Service Agreement?

It is important that the documents be read in their entirety. Any queries or clarifications you require should be sent by post/fax to TUI Head Office or emailed to tui@tui.ie marked "Public Service Agreement."

There will be a ballot of all TUI members in due course. For the moment we would like to afford members ample time to consider and discuss the documents at workplace and Branch level.

The decision to accept or reject the Public Service Agreement will rest with you the member.

Bernie Ruane
President TUI
January 2011

CONTENTS

1. Letter of Clarification from the General Secretary
2. Public Service Agreement Proposals: Second Level/Further Education
9. Public Service Agreement Proposals: Third Level
11. Public Service Agreement 2010-2014 General & Education Provisions
*Important - This section should be read in conjunction with Second Level/
Further Education proposals (p. 2-8) and Third Level proposals (p. 9-10)*



LETTER OF CLARIFICATION FROM THE GENERAL SECRETARY

TO: All TUI Branch Secretaries
Executive Committee

17th January, 2011

Re: Public Service Agreement Proposals

Dear Colleague,

On Friday January 14th the Executive Committee received the final documents in relation to proposals emanating from the Public Service Agreement (Croke Park Agreement). These proposals in respect of second level members and separately in respect of third level members had been discussed between the Union and the Official side over the past weeks.

The negotiators, on behalf of the Executive Committee, were acting on the mandate received following the ballot in November in which the membership voted in favour of the following proposition:

Considering the developments in relation to the Public Service Agreement, it has been decided to ballot members on the suspension of industrial action to allow the Union to participate in discussions with the Department of Education and Skills on issues arising from this Agreement. The outcome of any discussions will be put to a ballot of the appropriate members of the Union before anything is agreed.

Do you agree to temporarily suspend the industrial action introduced as a result of the imposition of the Pension Levy and of the Pay Cuts to allow the Union to engage in discussion related to the Public Service Agreement?

It was the responsibility of the negotiators to seek to establish the best possible outcome by negotiation and the negotiators are satisfied that what has been achieved is the best that can be obtained by negotiation with the Official side. In the case of the third level document it is to be noted that the proposal has been put to the Union and to the Official side as its assessment of the only proposal which can be put to both sides.

While both documents contain many items which are seriously damaging to the conditions of service of members of TUI, they nonetheless must be judged in the circumstances in which they are put to members. Members at this point have a clear and stark choice between accepting the proposals with all the negative impact they will have, in return for which there will be a guarantee of no further pay cuts and no compulsory redundancies of permanent/CID staff for the duration of the Agreement. The alternative is to reject the proposals and to forego the guarantee referred to above. This is a matter exclusively for individual members to decide.

These documents will be put to ballot of the appropriate membership in a manner as yet to be determined by the Executive Committee and at a time yet to be determined. The Executive Committee continues its examination of the proposals and would hope in the near future to be in a position to issue further information in this regard.

Meanwhile branches, school groups or members are invited to submit questions as to the implications or meaning of any of the provisions of either document. The Executive Committee will attempt to provide answers or interpretations to these where possible.

As has been stated before, the Union has made it clear to the Official side, at both second level and third level, that in the event of these documents being agreed by the Union they will be agreed only on condition that the Government or any future Government does not renege on the Agreement. In the event of a Government renegeing on the Agreement and either introducing pay cuts or compulsory redundancies to permanent/CID staff the Union will not be committed to retaining any of the provisions of these documents.

I would be grateful if you could advise members of the content of the documents and of this letter and the fact that the documents are available on the TUI website – www.tui.ie. As further information becomes available I will be in further contact with you.


Yours sincerely,

Peter MacMenamin
General Secretary



PUBLIC SERVICE AGREEMENT PROPOSALS: SECOND LEVEL / FURTHER EDUCATION

ADDITIONAL TIME

- 
1. The central purpose underlying the provision of additional time is to provide for essential activities as outlined in paragraph 5 below to take place without reducing class contact/tuition time. At present, schools lose tuition time in providing for these activities and it is intended that the use of these additional hours will eliminate that loss.
 2. Over the course of the school year, the additional time provision amounts to 33 hours. Without prejudice to the provisions of paragraphs 5 and 6 below there will be consultation with the teaching staff at school level as to the optimum usage and scheduling of these hours in order to meet the requirements of the school and to significantly eliminate the erosion of class contact time.
 3. The hours in question may be utilised by schools in the manner set out at (a) or (b) below or by a combination of (a) and (b).
 - (a) School management may designate the usage of the 33 hours in blocks of 1 or 2 hours (save in the case of additional parent/teacher meetings where the existing time provisions set out in Circular M58/04 will apply). Except as set out at (b) below, these will be scheduled over the course of the 167 day school year and the time period should be scheduled outside the normal school hours.
 - (b) Where there is a consensus among the school staff to so do, school management may utilise all or part of the hours in question outside of the 167 days during which the school is open for tuition. Similarly, where there is a consensus, school management may utilise all or part of the hours in blocks of more than 2 hours over the course of the 167 day school year. In such event, the time period should be scheduled outside the normal school hours.
 4. The quantum of the 33 additional hours available in the case of part-time teachers will be determined on a pro-rata basis.
 5. 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 inservice/ Continuous Professional Development eg. new programmes or syllabi
 - approved school arranged inservice/ Continuous Professional Development
 - appropriate further education activities as set out in Appendix 1 (page 4)
 - substitution and supervision (see paragraph 6 below)
 6. The additional hours should be utilised for purposes of substitution and supervision only to the extent to which they are not fully utilised for the other purposes specified above. Teachers who are not contracted into the Substitution & Supervision scheme will have their residual hours designated for purposes other than substitution and supervision.
 7. The 33 hours are over and above additional time provided for under existing agreements in relation to parent/teacher and staff meetings. In the case of staff meetings school management may utilise some of the additional hours to remove the 'half in' element of these meetings.
 8. The usage of the additional hours will be outlined as appropriate in the school calendar which is made available to the school community at the commencement of each school year.



SUBSEQUENT CLARIFICATION RE ADDITIONAL TIME

Ref: C-099244-10

12 January, 2011

Mr Pat Burke Dept of Education & Skills

Mr Peter MacMenamin TUI

Mr Pat King ASTI

Re: Facilitated discussions concerning the terms of Public Service Agreement

I refer to the above and to the details agreed yesterday in relation to the clarification of the measures contained in the Education Sectoral Agreement of the Public Service Agreement.

I specifically refer to the clarification document agreed and confirm all parties understanding of the reference to 'consensus' mentioned in paragraph 3(b) under the Additional Time item within that document. In this context consensus does not mean a simple majority or veto but is provided where general agreement and support has been granted.

With regard to the reference to Performance Management within section 1.13 the Public Service Agreement, it is similarly understood and envisaged that the details set out in Section 31.1 to 31.5 of the Towards 2016 Agreement will be used as a template for implementation of Performance Management.

I trust this provides clarity in relation to these issues.

Anna Perry
Deputy Director of Conciliation Service

SUBSTITUTION AND SUPERVISION

Teachers who are participants in the scheme of substitution and supervision will be available for three timetabled class periods per week under this scheme (while leaving the current maximum number of hours used per teacher under the scheme the same as at present).

POSTS OF RESPONSIBILITY

School management may reassign post holders to alternative responsibilities from the approved post of responsibility schedule appropriate to the level of the post (special duties or assistant principal) as required by the priorities and needs of the school.

REASSIGNMENT WITHIN TIMETABLED HOURS

In circumstances where a teacher is timetabled for a class period(s) with a group of students that are participating in an out of school activity which requires the absence from school of another teacher or teachers, the teacher may be reassigned, in accordance with his/her timetable, to facilitate that absence.

FURTHER EDUCATION

See Appendix 1 (page 4)

REDEPLOYMENT

See Appendix 2 (page 5)

GENERAL

The Croke Park Agreement has as a core objective the need to ensure that the Irish public service continues its contribution to the return of economic growth and prosperity to Ireland, while delivering excellence in service to the Irish people. In keeping with this core objective and given the vital importance of education to our society, teachers will continue to cooperate with the implementation of change and will contribute to the realisation of national educational policies and objectives.

APPENDIX 1

Further Education

Teachers engaged in the delivery of Further Education will cooperate with each of the following as outlined below.

Programme development:

- Providers must develop new programmes to deliver new, migrated or harmonised awards.
- Programme development is voluntary for individual staff members.
- Programmes can be developed locally or nationally. Protocols for the development of National Programmes to be agreed between FETAC and the relevant VECs/Schools/Centres.
- For local development a block of hours, from the additional 33 hours, may be allocated for programme development to a teacher who has agreed to develop a programme – the number of hours to be agreed locally.
- All new programmes will be developed using the new assessment procedures.

Recognition of Prior Learning:

- FETAC will develop national criteria for the recognition of prior learning.
- A number of VECs will be invited to set up RPL centres where RPL applications will be processed.
- It is the responsibility of the learner to provide the evidence to be processed in the RPL Centre.
- The role of the individual teacher will be to assist the learner forward the evidence to the RPL Centre.

Monitoring of QA Agreement:

- Monitoring by FETAC is an integral part of each providers QA agreement with FETAC.
- Under the QA Agreement teachers may be required to meet with the monitor and make available the relevant records and information.

Assessments:

- Teachers will continue to engage in the assessment procedures but within the framework of the new awards and programmes.

- Teachers will prepare the assessments in the required format for internal verification and external authentication.

Internal Verification:

- Teachers will, as heretofore, sign off on their results. These results will be entered electronically to FETAC as before.
- Verification that the assessments are completed in compliance with FETAC requirements is signed off by the Principal or an appropriate staff member with a responsibility for internal verification in consultation with the teacher concerned.
- The External Authenticator will sample learner evidence.

External Authentication:

- Teachers will, as heretofore, assist in preparing the assessments for examination by the External Authenticator who is appointed by the provider from a national panel of External Authenticators.
- Where necessary teachers will be available, as heretofore, during external authentication.

Results Approval Process:

- Each school/centre must develop a Results Approval Panel in accordance with its QA agreement with FETAC.
- Teacher participation on such panels is voluntary.
- Where a result has to be reviewed teachers may be requested to engage in the discussion.

Self Evaluation of Programmes & Services:

- Self evaluation of programmes and services is an integral part of each providers QA agreement with FETAC.
- Protocols for engagement in self evaluation to be developed locally in consultation with the teachers of the school/centre.
- Teachers to facilitate the process of self evaluation in accordance with such protocols.

APPENDIX 2

Redeployment scheme for teachers surplus to requirements other than in situations of school closure

A procedure in relation to redeployment of post primary teachers, surplus to requirements in school closure situations, was agreed under the provisions of the Towards 2016 agreement. The scheme set out in this document will apply to permanent/C.I.D. post primary teachers surplus to requirements in situations other than school closure. It will also apply to other persons employed as teachers in a permanent/ C.I.D. capacity and who are surplus to requirements.

Appointment of Director

1. Following consultation with the parties, the Minister will appoint Directors/ Assistant Directors (as appropriate) of the Redeployment Scheme who will be charged with implementing the scheme in accordance with the terms of this agreement and having regard to practical implementation issues. Each management body and teacher union may appoint an advisor/advisors to the Directors/ Assistant Directors. These advisors will be available to the Directors/ Assistant Directors for consultation purposes at their discretion and will assist in the identification of issues of a practical or logistical nature.

Notification of Vacancies

2. All recognised second level schools, or where appropriate their respective VECs, where required by the terms of the scheme, must notify all applicable vacancies in the school to the Director of the Redeployment Scheme. It shall be a condition of the subsequent filling of such a vacancy that it was notified to the Director as soon as it arises and as part of this process. No appointment shall be made without the express written authority of the Director.
3. The applicable vacancies for the purposes of the Redeployment Scheme are all permanent and temporary vacancies in whole or part posts, save where such posts cannot be deemed a vacancy by operation of law. In such event, the school should nonetheless notify the Director of the vacancy and stipulate the legal impediment to its being filled from the redeployment panel. In the operation of the scheme, the Director will

have regard to the practicalities of filling short term vacancies by redeployment.

4. In the case of each post or part of a post coming within the scope of the Redeployment Scheme, the school authority, or VEC as appropriate, will identify the reason for the proposed appointment and indicate its subject/programme preferences for the filling of the post. The Director may require a school or VEC to disclose any further information he/she considers necessary for the effective operation of the scheme.

Identification of Surplus Teachers

5. An excess teacher situation arises when a school/VEC has in its employment one or more teachers in excess of its allocation subject to that surplus position representing more than 1% of the overall allocation of that school/VEC. The allocation figure for this purpose is the allocation on 31 December of the year prior to redeployment adjusted by policy decisions on the Pupil-Teacher Ratio and other teaching posts. Where in the case of a VEC, the surplus is distributed across a number of schools, the Director will have regard to any inequities arising from that fact in arriving at a view as to the required level of redeployment.
6. A school/VEC in a surplus teacher situation is obliged to make a return to the Director of the Redeployment Scheme, identifying the teacher(s) to be redeployed. The method for determining the teacher(s) to be redeployed will be as follows:
 - In the first instance the school/VEC will ascertain if there is a member of its existing staff who wishes to be considered for redeployment on a voluntary basis. An expression of such interest in voluntary redeployment will specify the geographic area to which the teacher in question wishes to be redeployed. The Board of Management/ VEC for its part must also indicate its capacity to release the teacher in question without replacement and consent to the application.
 - Where a school/VEC identifies a teacher for voluntary redeployment it will, in addition, follow the procedures set out in paragraph 7 below and identify a teacher for compulsory redeployment. In the event that it does not prove possible to redeploy the teacher who

is the subject of the voluntary application, then the Director will proceed to redeploy the teacher nominated on foot of the procedures set out in paragraph 7 below.

7. A school/VEC in a surplus teacher situation will follow the following procedure to identify the teacher who shall be nominated to the Director for redeployment.

- In the first instance the school/VEC will consider the position of the most junior teacher and form a view as to whether the school/VEC could cope with the loss of that teacher from within its existing approved resources. If the conclusion is in the affirmative then that teacher will be nominated to the Director for purposes of redeployment.

- Pending a review next year, the parties have agreed that seniority for the purposes of this scheme will be determined on the following basis:

- (a) Voluntary Secondary Schools - in accordance with paragraph D in Appendix Two of Circular PPT 29/02,
- (b) VEC Schools - in accordance with the principles set out in the internal Teacher Transfer Agreement of March 1999,
- (c) Community and Comprehensive Schools - in accordance with Circular PPT 07/02.

- In the event that the school concludes that it is not possible to cope without the most junior teacher then it will review the position of the second most junior teacher in a like manner to that set out above. It will then move on to review the position of each teacher in reverse order of seniority until such time as it reaches a nominee whose redeployment can be coped with from within existing resources.

- The teacher(s) nominated for redeployment will be provided with a statement by the school setting out the basis for its decision and why, given the curricular needs of the school, that person was nominated rather than those more junior.

8. Where a school/VEC is in a surplus teacher situation it is obliged, in all circumstances, to provide a nomination (or nominations if warranted by the level of surplus) to the Director.

9. The procedure set out above must be followed until such time as the surplus position of the school/VEC is below one post or 1% of its overall allocation (whichever be the greater).

10. In submitting details of the nominee for redeployment to the Director it will be open to the teacher so nominated to set out, in a form to be provided, details of where he/she considers that the process and procedures set out in this agreement were not complied with. The Director will consider these concerns and satisfy himself/herself that the process and procedures were followed in a correct manner.

11. Where a school/VEC is of the opinion that its surplus position is strictly short-term or transient by reference to its historical and projected enrolment, it will be open to it to present its evidence for this opinion to the Director. Where the Director is satisfied that the surplus is strictly transient and will not endure, he/she may, at his/her discretion, defer a decision in relation to redeployment.

Redeployment of Teachers

12. The Director will draw up a panel of teachers to be redeployed.

13. In all cases the Director may assign a teacher to a school within a maximum radius of 50 kilometres from his/her existing school or where the teacher so requests from his/her place of residence. In the event that a teacher falls to be redeployed for a second or subsequent time, s/he will be given the option of choosing either his/her current school, previous school(s) or place of residence for the purposes of the operation of the scheme.

14. The Director will, to the greatest extent possible, seek to match a surplus teacher to a vacancy having regard to the curricular needs of the school and that surplus teacher's qualifications and previous teaching experience.

15. In the case of a teacher within the Community and Comprehensive School sector, the Director will assign that teacher to that post which, in the opinion of the Director, is most appropriate having regard to:

- the curricular needs of the school

- the teacher's preference where more than one post exists
 - the desirability to take account of a teacher's prior teaching experience and qualifications
 - travelling time for the teacher
 - any other factor deemed relevant by the Director
16. (a) In the case of a teacher within the Voluntary Secondary School sector, the Director will, in the first instance and where practicable, assign that teacher to that post in the Voluntary Secondary School sector which is most appropriate having regard to:
- the curricular needs of the school
 - the teacher's preference where more than one post exists
 - the desirability to take account of a teacher's prior teaching experience and previous schools
 - travelling time for the teacher
 - any other factor deemed relevant by the Director
- (b) In the event that, in the opinion of the Director, no such post exists in the Voluntary Secondary School sector, then the Director will assign the teacher to a post in the Community and Comprehensive School sector or the Vocational Education Committee sector having regard to:
- the curricular needs of the school
 - the teacher's preference where more than one post exists
 - the desirability to take account of a teacher's prior teaching experience and previous schools
 - travelling time for the teacher
 - any other factor deemed relevant by the Director
- (b) In the event that, in the opinion of the Director, no such post exists in the Vocational Education Committee sector, then the Director will assign the teacher to a post in the Community and Comprehensive School sector or the Voluntary Secondary School sector having regard to:
- the curricular needs of the school
 - the teacher's preference where more than one post exists
 - the desirability to take account of a teacher's prior teaching experience and previous schools
 - travelling time for the teacher
 - any other factor deemed relevant by the Director
17. (a) In the case of teacher within the Vocational Education Committee sector, and in the event of a suitable vacancy not being available within that particular VEC scheme in the first instance the Director will, where practicable, assign the teacher to that post in the Vocational Education Committee sector which is most appropriate having regard to:
- the curricular needs of the school
 - the teacher's preference where more than one post exists
 - the desirability to take account of a teacher's prior teaching experience and previous schools
 - travelling time for the teacher
 - any other factor deemed relevant by the Director
- (b) In the event that, in the opinion of the Director, no such post exists in the Community and Comprehensive School sector, then the Director will assign the teacher to a post in the Voluntary Secondary School sector or the Vocational Education Committee sector having regard to:
- the curricular needs of the school
 - the teacher's preference where more than one post exists
 - the desirability to take account of a teacher's prior teaching experience and previous schools
 - travelling time for the teacher
 - any other factor deemed relevant by the Director
18. Having due regard to the sequencing arrangements and other factors outlined in this document, where the Director cannot readily match a teacher to a post, he/she may, at his/her absolute discretion, assign the teacher to that school whose curricular needs, in the opinion of the Director, most closely match the teacher's qualifications and teaching experience. Where in consequence of a redeployment decision a school has a residual curricular need it is open to that school to apply through the curricular concession process in the normal way.
19. The Director will satisfy him/her self that the teacher being redeployed will respect the ethos of the school to which he/she is being assigned and the teacher will agree to respect the ethos of the school in question.
20. The assignments made by the Director will be binding on all parties and the teacher will become a member of the teaching staff of the receiving school and an employee of the board of management or VEC as appropriate, and, subject to the terms of paragraph 21, be

governed by the terms and conditions applicable to that sector.

21. Teachers redeployed in consequence of these arrangements will transfer their reckonable teaching service for promotion purposes in the previous school to the receiving school and this service will be reckonable for promotion purposes in the receiving school. This is subject to one exception that a teacher being redeployed from a voluntary secondary school to a receiving voluntary secondary school will not transfer reckonable teaching service for promotion purposes.
22. All post-holders will retain their posts of responsibility allowance on a personal basis on redeployment. Post-holders will be required to carry out in-school management duties in the receiving school in line with the needs of that school.
23. It will be open to the parties at the behest of a redeployed teacher or a receiving school to seek a review of a redeployment decision by the Director by 31 March of the year after redeployment took place. In conducting this review the Director will consider the extent to which the terms of the scheme were met and any other relevant factors raised by the parties. The Director may at his/her absolute discretion either confirm the original redeployment or put in place a revised redeployment within the terms of the scheme.
24. Where on foot of the operation of this scheme, a surplus teacher is redeployed into a temporary post and falls to be redeployed a second or subsequent time, the Director will make every possible effort to ensure that the subsequent redeployment is to a permanent post.

Miscellaneous

25. It will be an objective of the operation of this scheme that it be operated pragmatically having regard to practical implementation and logistical issues. It will be a further objective of this scheme that in any given year it will be finalised by 31 May so as to facilitate the filling of vacancies. This aspect will be reviewed for future years with a view to achieving improved timelines.
26. In the course of discussions leading up to this agreement, the parties identified that there are situations where teachers in schools not in a surplus teacher position might wish to transfer on a voluntary basis to another area of the country. It is acknowledged that such voluntary movement, if provided for, could in some cases assist the operation of redeployment. Accordingly it is agreed between the parties that further discussions will take place in Autumn 2011 with a view to having a pilot scheme in operation as soon as is practicable.

PUBLIC SERVICE AGREEMENT PROPOSALS: THIRD LEVEL



14th January 2011.

Re : **Department of Education and Skills / TUI**

The Labour Relations Commission has facilitated extensive discussion between the TUI and the Department of Education. A range of matters have been considered in that process and it has not been possible to reach a point of direct agreement between the parties. However, a substantial amount of constructive progress has been made and it is the responsibility of the Commission to detail to the parties the optimum achievable position on those key matters, which if agreed, would produce a mutual understanding of a way forward. The Commission therefore sets out below a set of propositions which it encourages both parties to view constructively with a view to accepting the content and adopting same as the best agreement that can be achieved in all of the circumstances obtaining at this time.

CONTRACT REVIEW

The parties have engaged extensively on the issue of the lecturing requirements of lecturers and assistant lecturers. The purpose of those discussions has been to address the objective set out by the Department of ensuring that the system can cope with throughput requirements against the backdrop of resource constraints. The Commission is clear also that these engagements have taken place against the backdrop of the Department's continuing commitment to the PSA with particular reference to pay and security of employment. The Commission understands that lecturing staff operating in the craft and trades disciplines are generally at or close to maximum annual delivery levels and that therefore, any proposal in this regard will have minimal impact for them. Finally, the Commission is clear that these proposals will not of themselves impact on the Employment Control Framework, i.e. are not a facility to reduce numbers beyond that set out in the ECF.

The Commission is clear that for agreement on this issue to be reached a development of significance in the current arrangements is required and therefore the Commission proposes that:

- the existing maximum annual lecturing hours of 560 for Lecturers and SL1s and 630 for Assistant Lecturers should remain.
- The Commission is clear that the liability in terms of weeks availability per annum for lecturing is 35 weeks but that in general current arrangements, outside of the trade and craft related disciplines, range in practice from 24 to 31 weeks in the main. The Commission is aware of the current scope within the system to 'flex' lecturing hours in one period with corresponding 'flex' in the other direction in another period. The Commission therefore proposes 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 in each of the lecturing weeks in the year and will do so if so required. Arrangements for non-lecturing attendance by lecturing grades in the year are not affected by this proposal.
- There will be no change to rates of pay (including in the hourly rate) for pro-rata and hourly paid part time staff as a result of this proposal. Pro-rata lecturing staff will have a pro-rata liability for lecturing hours flex as a result of this proposal. Management may aggregate this additional time into blocks of up to and including 1 hour. Hourly paid part time staff are not affected. 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. Both parties recognise that hours for part-time staff, separately from this proposal, are affected by issues such as the ECF, System changes, Budgetary requirements or other Government / Department decisions.
- That the parties agree to a review of matters relevant to lecturing in IOTs. The terms of reference for this review, its composition and timescale will be agreed between the parties. The review will inform future developments in lecturing delivery.

QUALITY ASSURANCE

The Commission notes the commitment of both sides to the concept of quality assurance in Education. The Commission is aware that information already resides in the system of relevance to this mutual objective, i.e. a student feedback facility. At present that feedback is visible only to the lecturer in its 'raw' form. The Commission proposes that this 'raw' information should be available to both the lecturer and designated management representatives who have a specific role in quality assurance, as a quality assurance aid. This information will not be used for disciplinary purposes or as part of any disciplinary process. Both parties agree that the student feedback form be provided online (with all appropriate security) for completion by students. This information is exclusively for the purposes of quality assurance only and may form part of the reference material available to both sides to support existing arrangements around performance management. In making this proposal the Commission urges both parties to be entirely conscious of their responsibility to treat this material in a professional manner, i.e. utilising all appropriate professional tools to ensure the validity of content. The Commission also makes this proposal on the basis of maximum reasonable steps being taken to ensure the security and continuing integrity of the data and on the understanding that this proposal relates to quality assurance and is not intended as a proposal to establish a mechanism for student complaint.

ADDITIONAL TIME

The Croke Park Agreement provides for an additional hour per normal working week to be available to facilitate, at the discretion of management, all educational activities in the Institutes. The Commission proposes that this additional hour will only be utilised by Institutes to provide additional structured timetabled periods of availability of lecturers to students. Timetabling will be the responsibility of the Institute having due regard to what is reasonable in terms of the working schedule of the lecturing personnel concerned. This will complement existing arrangements for staff/student interaction.

REDEPLOYMENT

Redeployment issues for lecturing grades will be dealt with in further discussions between the parties.

Anna Perry
Deputy Director of Conciliation Services

Kevin Foley
Director of Conciliation Services



PROPOSED PUBLIC SERVICE AGREEMENT 2010 – 2014 INCLUDING SPECIFIC EDUCATION SECTOR PROPOSALS

PUBLIC SERVICE AGREEMENT 2010 – 2014

1. This Agreement will ensure that the Irish Public Service continues its contribution to the return of economic growth and economic prosperity to Ireland, while delivering excellence in service to the Irish people. This will be done by working together to build an increasingly integrated Public Service which is leaner and more effective, and focussed more on the needs of the citizen. The Parties to this Agreement recognise that to achieve this, in the context of reduced resources and numbers, the Public Service will need to be re-organised and public bodies and individual public servants will have to increase their flexibility and mobility to work together across sectoral, organisational and professional boundaries.
2. The Government acknowledges that public servants have made a very significant contribution towards the recovery of the economy over the last 2 years with over €3 billion saved from the potential public service pay and pensions bill:
 - The general round pay increases under the terms of the Review and Transitional Agreement due in 2009 were not paid;
 - A general moratorium on recruitment and promotion was applied to most of the Public Service, and incentivised early retirement and career break schemes introduced;
 - A pension related deduction of an average of nearly 7% was applied to all the earnings of all public servants; and most recently -
 - A reduction in rates of pay and allowances took effect on 1 January, 2010.
3. The core concern for Government is to restore the public finances and to reduce the deficit to less than 3% of GDP by 2014, in part by achieving sustainability in the cost of delivering public services relative to State revenues. To help achieve that goal, the Government intends to restructure and reorganise the Public Service significantly in the coming years, having regard in particular to the Government Statement on Transforming Public Services, the Government decisions

already taken on rationalising State bodies, the recommendations arising from the Reports of the Special Group on Public Service Numbers and Expenditure Programmes and the Local Government Efficiency Review Group and the National Strategy for Higher Education. This Agreement will enable public service numbers to reduce substantially over the coming years in accordance with a new Public Service numbers policy, which will facilitate a progressive reduction in staff numbers across the Public Service by end-2012 and will be implemented by Employment Control Frameworks.

4. In order to sustain the delivery of excellent public services alongside the targeted reduction in public service numbers over the coming years, the parties accept that efficiencies will need to be maximised and productivity in the use of resources greatly increased through revised work practices and other initiatives. The parties will work together to implement this Agreement to deliver an ongoing reduction in the cost of delivery of public services along with excellent services to the public.

PUBLIC SERVICE COMMITMENTS

REDUCTION IN PUBLIC SERVICE NUMBERS

5. To facilitate the necessary reduction in numbers of public servants, the moratorium on recruitment to and promotion in the public service and other employment numbers control mechanisms will continue to apply until numbers in each sector have fallen to the appropriate level specified in the Employment Control Framework for that sector. In addition, where the circumstances require it, the Government may offer voluntary mechanisms to exit the public service, whether generally or in specific sectors, bodies, locations or services.
6. The Government gives a commitment that compulsory redundancy will not apply within the public service, save where existing exit provisions apply. This commitment is subject to compliance with the terms of this Agreement and, in particular, to the agreed flexibility on

redeployment being delivered. To that end, the redeployment arrangements referred to below will include opportunities for re-skilling and re-assignment as a key method to retain and secure employment in comparable roles in the public service.

REDEPLOYMENT IN THE INTEGRATED PUBLIC SERVICE

7. Flexible redeployment is necessary to sustain the commitment to job security within the public service. The parties have agreed appropriate arrangements to redeploy staff within and across each sector of the Public Service. If it is not feasible to redeploy within the sector, cross-sectoral redeployment may take place, within a geographic area where possible, having regard to the arrangements agreed in respect of non-commercial State-sponsored bodies.
8. In order to help in the integration of the public service, barriers to a unified public service labour market will be dismantled, including through legislative provision as appropriate. To the greatest extent possible, there will be standardised terms and conditions of employment across the Public Service, with the focus initially within sectors. In that context, the Parties have agreed to review and revise contractual or other arrangements or practices which generate inflexibility or restrict mobility.

RECONFIGURING THE DESIGN AND DELIVERY OF PUBLIC SERVICES

9. The parties agree that public bodies and management and individual public servants will have to work more closely across sectoral, organisational and professional boundaries when designing and delivering services. The greater integration of the Public Service will not be achieved through the creation of a single organisation. Instead, the focus will be on having fewer organisations in total, working more closely together, to deliver cost effective public services. The Parties are committed to engaging at a national, sectoral and local level to achieve specified and measurable outcomes in relation to cost containment, service integration and reconfiguration as well as to engaging staff in progressing change.

10. In order to maximise productivity gains, both from how work is organised and from streamlining procedures, processes and systems to allow for shared services and e-government developments, a substantial commitment to the redesign of work processes will be necessary. The parties will co-operate with the drive to reduce costs through organisational rationalisation and restructuring and by service delivery organised in different ways or delivered by different bodies. The aim is to minimise duplication of effort, reuse data within the public system and reduce information demands on the citizens and business. The introduction of new or improved technology, service provision online and electronic funds transfer will be regarded as the norm. Processes and service delivery will be improved by better collation and re-use of data and personal information and by centralising transaction and certain sectoral data handling support functions. Inter-operability and standardisation of specifications and systems (hardware and software) will be mandatory both to achieve cost savings and facilitate integrated approaches. More risk-based approaches in inspection and enforcement activities will be adopted, with fewer but better targeted inspections through co-operation agreements, joint inspection teams and the merger of inspectorates and higher penalties for non-compliance.
11. There will be a greater sharing of resources through the use of shared services within and across sectors.

12. The parties are committed to public service modernisation as set out in previous agreements.

PERFORMANCE AND SKILLS

13. The parties agree that, in order to ensure a high performing, high productivity Public Service, appropriately skilled personnel from outside the Public Service will be recruited to secure scarce and needed skills at all levels. Merit-based, competitive promotion policies will be the norm. There will be significantly improved performance management across all Public Service areas, with promotion and incremental progression linked in all cases to performance. Performance management systems will be introduced in all areas of the Public Service where none currently exist.

SECTORAL AGREEMENTS

14. The parties agree that there will be full cooperation with the arrangements made in the agreements for each sector which are appended to this document. The parties further agree to work further to develop new collaborative approaches at a local, sectoral or public service level, including cross sectoral redeployment within the parameters agreed, to deliver significant cost efficiencies while protecting the quality and effectiveness of services provided to the public.

PUBLIC SERVICE PAY POLICY

15. There will be no further reductions in the pay rates of serving public servants for the lifetime of this Agreement. This commitment is subject to compliance with the terms of this Agreement.
16. The position concerning public service pay, including any outstanding adjudication findings, will be reviewed in Spring 2011 in accordance with the statutory requirement under both the Financial Emergency Measures in the Public Interest Acts of 2009 to review the operation, effectiveness and impact of the Acts before 30 June 2011, and every year thereafter. In addition to the criteria set out in those Acts, that review will take account of sustainable savings generated from the implementation of this Agreement and of the agreements in each sector. Those savings will be independently verified by the Implementation Body. In the event of sufficient savings being identified in the Spring 2011 review, priority will be given to public servants with pay rates of €35,000 or less in the review of pay which will be undertaken at that stage.

PUBLIC SERVICE PENSIONS

17. As announced in Budget 2010, the Government has decided to introduce a new single pension scheme for all new entrants to the public service. Consultations on the new scheme have started between the parties and it is agreed that these consultations will conclude in time for legislation to be enacted to allow for the introduction of the scheme on 1 January 2011.

Discussions will take place on the method of determining pension increases for existing

public service pensioners and current public servants in the context of the review of pay policy in Spring 2011. There will be an extension of the period by a year within which the January 2010 pay reductions will be disregarded for the purposes of calculating public service pension entitlements.

PERFORMANCE VERIFICATION

18. The implementation of this Agreement and of the sectoral agreements between the parties, which comprise the transformation agenda across the Public Service, must be driven by a dedicated implementation body so that early, robust and verifiable outcomes can be assured. The implementation body will comprise an independent chair and 6 persons, 3 nominated by public service management and by the Public Services Committee of ICTU respectively. In addition, the body can deal with the resolution of implementation issues as they arise.
19. In order to enhance the prospects of successful transformation and more integrated services, the Implementation Body will have:
- access to management in every sector;
 - direct contact with national and sectoral union representatives as appropriate;
 - access to timely and accurate information on staff numbers and payroll costs; and
 - independent support to cost and verify savings derived from the implementation of this Agreement and of the sectoral transformation agendas.
20. As part of the Body's working arrangements, it will meet regularly, including on a sectoral basis, with the relevant management and unions to review implementation of the transformation agenda for the respective sector. The Implementation Body will make regular reports in relation to progress on the implementation of the transformation agenda across the public service, based on this Agreement and the sectoral agreements, to the Taoiseach and the Cabinet Committee on Transforming Public Services.
21. In addition to helping to drive implementation of the Agreement, the Body will provide a forum for interpretation and implementation difficulties arising from the relevant sectoral agreements to be addressed in some detail between management and unions, prior to any

decision on referral on any issue for mediation and/or arbitration. The Body could be supported by sectoral sub-committees established under its aegis from time to time.

22. The Implementation Body may appoint people to promote the process of change under the agreement in each sector or to provide mediation or arbitration in the relevant sector on a case by case or standing basis.

MECHANISM TO RESOLVE DISAGREEMENTS

23. The parties agree that they will seek to resolve disagreements where they arise promptly. Trade unions and employees will co-operate with the implementation of change pending the outcome of the industrial relations process.
24. Where the parties involved cannot reach agreement in discussions on any matter under the terms of this agreement within 6 weeks, or another timeframe set by the Implementation Body to reflect the circumstances or nature of the particular matter, the matter will be referred by either side to the LRC and if necessary to the Labour Court; where a Conciliation or Arbitration Scheme applies, the issue will be referred within 6 weeks, or another timeframe set by the Implementation Body to reflect the circumstances or nature of the particular matter, by either side to the Conciliation machinery under the Scheme and, if unresolved, to the Arbitration Board, acting in an ad hoc capacity. The outcome from the industrial relations or arbitration process will be final. Such determination(s) will be made within 4 weeks, or another timeframe set by the Implementation Body to reflect the circumstances or nature of the particular matter.

STABLE INDUSTRIAL RELATIONS CLIMATE

25. The parties recognise the importance of stable industrial relations and are committed to maintaining a well-managed industrial relations environment to minimise disputes affecting the level of service to the public. A stable industrial relations climate has important benefits for the general public and the public service itself. These benefits include the provision of uninterrupted services, improved productivity and staff morale, increased public confidence and the maintenance of Ireland as a desirable location for foreign direct investment.
26. Many public services differ from services which are provided by the private sector in that they are essential services which the public cannot obtain from alternative sources. Providers of essential services and their staff, therefore, have a special responsibility to ensure that they have well developed communication channels and to seek to resolve problems before they escalate into industrial disputes. If the problem cannot be resolved then it is agreed by all parties to take up all available dispute resolution mechanisms (both statutory and non-statutory).
27. The parties agree that:
 - no cost-increasing claims by trade unions or employees for improvements in pay or conditions of employment will be made or processed during the currency of the Agreement;
 - Employers, trade unions and employees are committed to promoting industrial harmony; and
 - Strikes or other forms of industrial action by trade unions, employees or employers are precluded in respect of any matters covered by this Agreement, where the employer or trade union concerned is acting in accordance with the provisions of this Agreement.
28. The implementation of this Agreement is subject to no currently unforeseen budgetary deterioration.

EDUCATION SECTOR PROPOSALS

The following range of measures are designed to facilitate the most effective and efficient use of resources and to maximise the quality of educational delivery.

TEACHERS

- The provision, with effect from the start of the 2010/11 school year, of an additional hour per week to be available to facilitate, at the discretion of management, school planning, continuous professional development, induction, substitution and supervision (including supervision immediately before and after school times). This list is not exhaustive.
- With effect from the start of the 2010/11 school year, post-primary teachers to be available for three timetabled class periods per week under the supervision and substitution scheme (while leaving the current maximum number of hours used per teacher per week under this scheme the same as at present).
- Full implementation of new procedures providing for redeployment of surplus teachers, to commence from June 2010 and to be fully implemented for the start of the 2011/12 school year.
- A comprehensive review and revision of the teaching contract to identify and remove any impediments to the provision of efficient and effective teaching to students in all sectors. This review and revision to be completed in advance of the start of the 2010/11 school year.

SPECIAL NEEDS ASSISTANTS

- A comprehensive review and revision of the existing employment terms and conditions to identify and remove any impediments to the provision of efficient and effective support for students with special care needs. This review and revision to be completed in advance of the start of the 2010/11 school year and to have regard to those elements of the Towards 2016 Agreement relating to SNAs.
- Flexible deployment of Special Needs Assistants within schools to respond to urgent work demands and to cover for periods of absences by SNA colleagues.

- Where work demands arise during non-instruction days, school management will continue to have discretion to deploy staff to appropriate SNA duties.

VOCATIONAL EDUCATION COMMITTEES (OTHER THAN TEACHERS AND SNAs)

- A comprehensive review and revision of existing employment terms and conditions to harmonise them with similar grades in the public service. This review and revision to be completed in advance of the start of the 2010/11 school year.
- Co-operation with the restructuring and rationalisation of the VEC sector.
- Co-operation with the introduction of shared services in areas such as payroll, student support, procurement and purchasing, ICT and HR management.
- Implementation of redeployment schemes across the VEC sector and the wider public service with effect from the start of the 2010/11 school year. These schemes to have regard to schemes developed in comparable sectors.

INSTITUTES OF TECHNOLOGY

- The completion by 31 August 2010 of all elements of the review of the academic employment contract currently in train.
- With effect from the start of the 2010/11 academic year, the provision of an additional hour per week to be available to facilitate, at the discretion of management, all educational activities in the Institutes. This usage to be informed by the outcome of the review referred to above.
- Flexible delivery of new courses specifically targeted at unemployed individuals.
- Implementation of redeployment schemes for academic, administrative, technical and support staff across the Institutes and between Institutes and the wider public service as appropriate with effect from the start of the 2010/11 academic year.

**UNIVERSITIES AND OTHER HIGHER
EDUCATION INSTITUTES**

- With effect from the start of the 2010/11 academic year, the provision of an additional hour per week to be available to facilitate, at the discretion of management, teaching and learning in the university/institute.
- Co-operation with the introduction of academic workload management and full economic costing models and with the compilation of associated data to support these.
- Co-operation with redeployment/re-organisation/rationalisation arising from the review of Higher Education strategy and changing economic and social circumstances.
- A comprehensive review and revision of employment contracts to identify and remove any impediments to the development of an optimum teaching, learning and research environment. This review and revision to be completed in advance of the start of the 2010/11 academic year.

Teachers' Union of Ireland, 73 Orwell Road, Rathgar, Dublin 6.
Email: tui@tui.ie Phone: 01 492 2588 Fax: 01 492 2953
www.tui.ie