



## Ballot on *Towards 2016* Third Level Action Plan

*Towards 2016* was finalised in June 2006.

In order to establish the TUI mandate for the ICTU conference in September it was decided to have both a Special Congress and a ballot. The special conference was held on June 26th 2006 and virtually unanimously was opposed to the agreement. The ballot was held over the summer months and determined by a vote of 3:1 that TUI would oppose the agreement.

At the ICTU special conference on the 5th September the TUI's 13 delegates all voted in opposition to the agreement and TUI General Secretary, Jim Dorney spoke against the proposed agreement. However

*Towards 2016* was endorsed by ICTU. It thus became the only agreement available to the Trade Union movement.

The TUI Executive met and took the view that there was no viable alternative to acceptance of the plan notwithstanding serious reservations.

The action plan for the Institutes of Technology was then negotiated between the Union and IOT management and was considered by the Executive Committee. The Executive decided to hold a special consultative conference in Dublin on 7th February. Following the consultative conference for 3rd level branches. It has now been decided that the action plan be balloted upon by all of the members in Institutes of Technology.

In putting the action plan to ballot the Executive Committee wishes to advise all members of the consequences of both acceptance and of rejection of the national agreement.

**The major consequence of rejection of the agreement is that the 10.4% pay increase available over the 27 month duration of the agreement will not be available and it is the very firm view that there is no alternative strategy to achieve pay increases.**

The Executive Committee has given an assurance that any changes following negotiation will be the subject of decision by the members in question. These issues and commitments are elaborated on pages 6 & 7.



SPECIAL CONSULTATIVE CONFERENCE, ROYAL DUBLIN HOTEL, 7TH FEBRUARY 2007.

# Action Plan/Agreement



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**On this page and the facing page is the text of the National Agreement with the specific paragraphs which apply to the members of the Academic Staff in Institutes of Technology together with the text of the proposed Action Plan for each of the sections. Some sections apply to all staff, Technical, Administrative, Support and Academic, other sections apply only to Academic staff. There are sections in the Action Plan which apply to Technical, Administrative and Support staff but have no application to members of the Academic Staff. These are not relevant to TUI and are not included here.**

## General – Applicable to All Staff in Institutes of Technology

### Sections 31.36 to 31.39 Apply to All Staff in Institutes of Technology including Academic Staff

**31.36** All staff employed in the sector agree to ongoing co-operation with, and adoption of, new and more flexible work patterns arising from the broadening of roles and responsibilities of third level educational institutions and the challenges facing them from the ever more diverse student base and in meeting the developmental, industrial, business and social requirements of region and country.

It is accepted that the change agenda be developed through a partnership approach and in accordance with the provisions of this agreement will include measures arising from the implementation of:

- institutional planning, the implementation of the institute's Strategic Plan and other strategic initiatives;
- new learning and teaching technologies and strategies and the need to provide support to the various types of learners;
- specific initiatives arising from Quality Assurance and the developing ethos of continuous quality improvement and service delivery;

changing requirements, structures, and reporting relationships arising from organisational, curricular, legislative, teaching and learning and other developments.

## Action Plan

Staff agree to co-operate with the provisions of the agreement as set out in T16. Each institute to set out measures, through a consultative partnership process, which it believes are necessary to achieve improvements in the efficiency and effectiveness in service delivery with particular reference to the requirements in sections 27/28 (organisational change, team working, new technology and e-government etc.), Section 31.36 (co-operation with, and adoption of, new more flexible work patterns etc), section 31.39 (strategic planning) and other sections not specifically mentioned below. These measures to be agreed through the for a set up under SP or their successor or equivalent. Actions should be agreed for completion over the course of the agreement.

### 31.37 Performance Management and Development Systems

A national, joint partnership-driven review of the operation of the Performance Management Development System will be carried out at the end of the 2006/2007 academic year. All parties to this agreement will co-operate fully with this review. Issues arising from the review will be the subject of further discussions with a view to reaching agreement by the end of the 2007/2008 academic year.

## Action Plan

A national, joint partnership-driven review of the operation of the Performance Management Development System will be carried out by the NPF (or any successor to it) at the end of the 2006/2007 academic year. All parties to the Agreement will co-operate fully with this review. Issues arising from the review will be the

subject of further discussions with a view to reaching agreement by the end of 2007/2008.

### 31.38 Use of Resources

It is agreed that a representative working group of all staff at national level will be established to scope the issues around the use of the Institutes on a year round basis. This group will operate on a partnership basis and will provide an opportunity for each Institute to make submissions in the context of its' particular requirements. The working group will report by December 2007.

#### Action Plan

Establish representative working group at national level to scope the issues around the use of the institutes on a year round basis. The group to be established within two months of the formal approval of this Plan. An opportunity for the relevant parties to make submissions to the group to be provided. Group to report by the end of December '07.

### 31.39 Strategic Planning

It is agreed and accepted that there will be full co-operation with the implementation of initiatives arising under the Strategic Planning process which will be carried out on a partnership basis and in accordance with the provisions of this agreement.

#### Action Plan

Covered under 31.36 Academic Staff in Institutes of Technology

### Sections 31.40 to 31.46 Apply Only to Members of Academic Staff

#### 31.40 Flexible Modes of Delivery

It is agreed that semesterised and modularised forms of delivery will continue to be developed and introduced over the lifetime of the agreement with the full co-operation of all academic staff as set out in the Sustaining Progress agreement.

#### Action Plan

It is agreed that semesterised and modularized forms for delivery will continue to be developed and introduced over the lifetime of the agreement with the full cooperation of all academic staff as set out in the Sustaining Progress Agreement.

### 31.41 Contracts

It is agreed that current academic contracts will be examined to take account of the totality of the service (in terms of teaching, research, learner support, supervision of post-graduates, course development, committee work, administration, etc) to be provided. This process will be completed for the academic year 2007/2008. Issues arising from the examination will be discussed with a view to reaching agreement by the commencement of the 2008/2009 academic year.

#### Action Plan

Process of examining contracts to be commenced by the end of November '06. Process to be complete for academic year 07/08. Review of issues arising from above to commence by end of September '07. Issues arising will be discussed with a view to reaching agreement by the commencement of the 2008/2009 academic year.

#### 31.42 QA Consultation

It is agreed that the quality assurance arrangements agreed under Sustaining Progress will continue to be developed, expanded and customised at Institute level. The survey forms may be re-designed at Institute level in consultation with staff. There will be provision for institutes/staff to carry out all surveys electronically, where this is not currently the practice, subject to the ownership of form QAI residing with the lecturer as set out in the PCW Pay Agreement, and security concerns.

#### Action Plan

Each institute may re-design QA forms in consultation with staff. A Working Group at national level to scope the issues involved in carrying out the surveys electronically within the Institute in accordance with the provisions of the section. Process to be completed by end of June '07 for carrying out of surveys electronically from September '07.

#### 31.43 Apprenticeship Year

Arrangements for the scheduling of apprenticeship blocks will be reviewed and revised arrangements will be agreed by January 2007 having regard to the maintenance of existing conditions of service.

#### Action Plan

Talks on the apprenticeship year to recommence immediately at national level.



PETER MACMENAMIN (DEPUTY GENERAL SECRETARY), TIM O' MEARA (PRESIDENT), JIM DORNEY (GENERAL SECRETARY, TUI) AT SPECIAL CONSULTATIVE CONFERENCE.

Revised arrangements having regard to the maintenance of existing conditions of service to be agreed by end of January '07.

### 31.44 Supervision of Postgraduate Students

It is agreed that a code of practice, where currently not in operation, will be agreed which will reflect best practice in the sector.

#### Action Plan

In Institutes where code of practice not in place, local discussions to start before end of November '06. Code to be agreed for implementation in academic year 07/08.

### 31.45 Rationalisation of Pay Arrangements

All payments will be made electronically by end 2006 at the latest. All staff to be paid fortnightly/monthly where practicable.

#### Action Plan

All payments to be made electronically by the end of December '06. Arrangements to be agreed by the end of December '06. Administrative and Support staff to be paid fortnightly/monthly (as per agreement) where practicable by June 2008.

### 31.46 Review of Discipline and Grievance Procedures and other HR Policies

It is agreed that human resource policies including grievance and disciplinary procedures will be reviewed and revised to reflect best practice and developments elsewhere in the public service.

#### Action Plan

Parties to initiate review of Grievance and Disciplinary Policies. This review to be complete by June '07 with the adoption of agreed policies. (The Institutes' requirement is for a common policy for all staff agreed by all unions and management).

# 'Towards 2016' – Projected Salary Scales

Incorporate increases of: – 3% from 1st December 2006 – 2% from 1st June 2007 – 2.5% from 1st March 2008 – 2.5% from 1st September 2008.

Important: These are not official Department of Education and Science salary scales.

These scales are calculated by TUI Head Office based on the projected percentage increases.

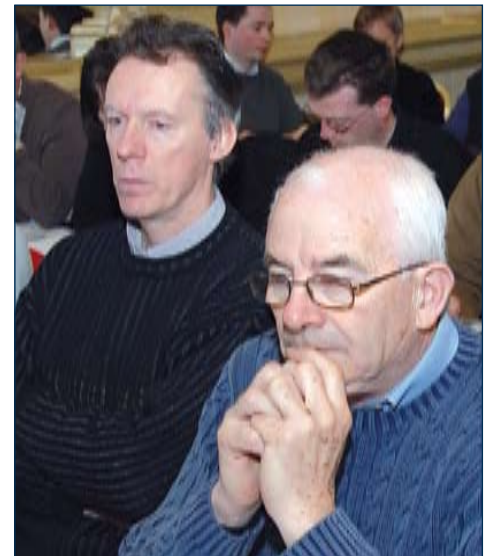
## Academic Staff in Institutes of Technology

Current Salary 01/06/06	Salary Increases Due On Acceptance of Action Plan				*Gross Increase	**Cumulative Percentage Increase
	01/12/06 3% Increase	01/06/07 2% Increase	01/03/08 2.5% Increase	01/09/08 2.5% Increase		
<b>Assistant Lecturer Grade</b>						
€38,164	€39,309	€40,095	€41,097	€42,125	€3,961	10.38
€39,734	€40,926	€41,745	€42,788	€43,858	€4,124	10.38
€41,341	€42,581	€43,433	€44,519	€45,632	€4,291	10.38
€42,611	€43,889	€44,767	€45,886	€47,033	€4,422	10.38
€43,896	€45,213	€46,117	€47,270	€48,452	€4,556	10.38
€45,179	€46,534	€47,465	€48,652	€49,868	€4,689	10.38
€46,464	€47,858	€48,815	€50,035	€51,286	€4,822	10.38
€47,735	€49,167	€50,150	€51,404	€52,689	€4,954	10.38
<b>Lecturer II Grade</b>						
€51,770	€53,323	€54,390	€55,749	€57,143	€5,373	10.38
€54,233	€55,860	€56,977	€58,402	€59,862	€5,629	10.38
€63,810	€65,724	€67,039	€68,715	€70,433	€6,623	10.38
€66,053	€68,035	€69,395	€71,130	€72,908	€6,855	10.38
€68,301	€70,350	€71,757	€73,551	€75,390	€7,089	10.38
€70,558	€72,675	€74,128	€75,981	€77,881	€7,323	10.38
€72,828	€75,013	€76,513	€78,426	€80,387	€7,559	10.38
€75,081	€77,333	€78,880	€80,852	€82,873	€7,792	10.38
€77,332	€79,652	€81,245	€83,276	€85,358	€8,026	10.38
€79,593	€81,981	€83,620	€85,711	€87,854	€8,261	10.38
€81,850	€84,306	€85,992	€88,141	€90,345	€8,495	10.38
<b>Long Service (L2 Only)</b>						
€2,178	€2,243	€2,288	€2,345	€2,404	€226	
<b>Supervisory Allowance L(S)</b>						
€1,827	€1,882	€1,919	€1,967	€2,017	€190	
<b>Senior Lecturer I (Teaching)</b>						
€71,980	€74,139	€75,621	€77,512	€79,450	€7,471	10.38
€74,432	€76,665	€78,198	€80,153	€82,157	€7,725	10.38
€76,872	€79,178	€80,762	€82,781	€84,851	€7,978	10.38
€79,329	€81,709	€83,343	€85,427	€87,563	€8,233	10.38
€81,773	€84,226	€85,911	€88,059	€90,260	€8,487	10.38
€84,215	€86,803	€88,539	€90,752	€93,020	€8,740	10.38
€86,670	€89,270	€91,055	€93,332	€95,665	€8,995	10.38
€89,109	€91,782	€93,618	€95,958	€98,357	€9,248	10.38
<b>Senior Lecturer II (Head of Dept.)</b>						
€74,397	€76,629	€78,161	€80,116	€82,118	€7,721	10.38
€76,737	€79,039	€80,620	€82,635	€84,701	€7,964	10.38
€79,072	€81,444	€83,073	€85,150	€87,279	€8,207	10.38
€81,412	€83,854	€85,531	€87,670	€89,861	€8,449	10.38
€83,752	€86,265	€87,990	€90,190	€92,444	€8,692	10.38
€86,088	€88,671	€90,444	€92,705	€95,023	€8,935	10.38
€88,423	€91,076	€92,897	€95,220	€97,600	€9,177	10.38
€90,763	€93,486	€95,356	€97,739	€100,183	€9,420	10.38
€93,098	€95,891	€97,809	€100,254	€102,760	€9,662	10.38
€95,651	€98,521	€100,491	€103,003	€105,578	€9,927	10.38



Current Salary 01/06/06	Salary Increases Due On Acceptance of Action Plan				*Gross Increase	**Cumulative Percentage Increase
	01/12/06 3% Increase	01/06/07 2% Increase	01/03/08 2.5% Increase	01/09/08 2.5% Increase		
<b>Senior Lecturer III (Head of School)</b>						
€80,042	€82,443	€84,092	€86,194	€88,349	€8,307	10.38
€82,850	€85,336	€87,042	€89,218	€91,449	€8,599	10.38
€85,660	€88,230	€89,994	€92,244	€94,550	€8,890	10.38
€88,471	€91,125	€92,948	€95,271	€97,653	€9,182	10.38
€91,283	€94,021	€95,902	€98,299	€100,757	€9,474	10.38
€94,092	€96,915	€98,853	€101,324	€103,857	€9,765	10.38
€97,113	€100,026	€102,027	€104,578	€107,192	€10,079	10.38
€99,946	€102,944	€105,003	€107,628	€110,319	€10,373	10.38
€102,948	€106,036	€108,157	€110,861	€113,633	€10,685	10.38
Asst Lecturer Part Time Hourly Rate						
€60.58	€62.40	€63.64	€65.23	€66.86		
<b>College Teacher Grade</b>						
€35,520	€36,586	€37,317	€38,250	€39,207	€3,687	10.38
€37,126	€38,240	€39,005	€39,980	€40,979	€3,853	10.38
€38,740	€39,902	€40,700	€41,718	€42,761	€4,021	10.38
€40,344	€41,554	€42,385	€43,445	€44,531	€4,187	10.38
€41,971	€43,230	€44,095	€45,197	€46,327	€4,356	10.38
€43,576	€44,883	€45,781	€46,925	€48,099	€4,523	10.38
€45,183	€46,533	€47,469	€48,656	€49,872	€4,689	10.38
€46,799	€48,203	€49,167	€50,396	€51,656	€4,857	10.38
€48,853	€50,319	€51,325	€52,608	€53,923	€5,070	10.38
€50,503	€52,018	€53,058	€54,385	€55,745	€5,242	10.38
€52,155	€53,720	€54,794	€56,164	€57,568	€5,413	10.38
€54,318	€55,948	€57,066	€58,493	€59,955	€5,637	10.38
€56,482	€58,176	€59,340	€60,823	€62,344	€5,862	10.38
€58,185	€59,931	€61,129	€62,657	€64,224	€6,039	10.38
€62,001	€63,861	€65,138	€66,767	€68,436	€6,435	10.38
€63,757	€65,670	€66,983	€68,658	€70,374	€6,617	10.38
<b>Lecturer I Grade</b>						
€45,905	€47,282	€48,228	€49,433	€50,669	€4,764	10.38
€48,171	€49,616	€50,608	€51,874	€53,171	€5,000	10.38
€50,023	€51,524	€52,554	€53,868	€55,215	€5,192	10.38
€51,902	€53,459	€54,528	€55,891	€57,289	€5,387	10.38
€54,253	€55,881	€56,998	€58,423	€59,884	€5,631	10.38
€61,325	€63,165	€64,428	€66,039	€67,690	€6,365	10.38
€63,385	€65,287	€66,592	€68,257	€69,964	€6,579	10.38
€65,448	€67,411	€68,760	€70,479	€72,241	€6,793	10.38
€67,508	€69,533	€70,924	€72,697	€74,514	€7,006	10.38
€69,572	€71,659	€73,092	€74,920	€76,793	€7,221	10.38
€71,641	€73,790	€75,266	€77,148	€79,076	€7,435	10.38

\*Gross increase over the term of the Agreement. \*\*Cumulative Percentage over the term of the Agreement.



SPECIAL CONSULTATIVE CONFERENCE, ROYAL DUBLIN HOTEL, 7TH FEBRUARY 2007.

# The Action Plan

## What does it mean; what does it not mean?

### Why is there an Action Plan?

The National Agreement “Towards 2016” provides that there will be an action plan for each sector which will provide a schedule for the implementation of the provisions of the agreement. In this regard it is following on the process set out for the last National Agreement “Sustaining Progress”.

### Where did this Action Plan arise from?

This Action Plan – as it relates to TUI members was negotiated between IOT Management and TUI and the result is set out on Pages 2 and 3. The individual items as per each relevant section of the National Agreement and the action plan for that section are set out together.

This action plan is very much in accord with the agreement and in some cases is identical.

### What Issues have been the Cause of Concern?

The main issues in the plan which have been the cause of concern to members and which branches have been raising are:

- PMDS Review
- Use of Institutes on a year round basis
- Contract Review
- The Apprentice Year
- Supervision of Postgraduate Students.

During the process of negotiation certain clarifications of what is and what is not intended have been received. Certain assurances were given to the Union. In addition certain guarantees as to decision making processes have been given by the Executive.

### PMDS review (31.37)

### What is implied by the Action Plan?

Nothing more than was contained in the PMDS agreement between Unions and the

Institutes as was printed in the TUI News before Christmas. This review was agreed long before “Towards 2016” and it was recommended to the Executive by our representatives on the PMDS working group including one of the national authorities on PMDS who is a TUI member.

An Irish Times article in January 2007 stated that a PMDS similar to the Civil Service scheme is being developed. **This is not so and is an inaccurate statement.** This clarification has been received from the IOT managements.

This review has already begun to be scheduled – TUI needs to be there to protect the interests of the members and to ensure that PMDS does not go in a direction TUI is opposed to.

### Use of Resources – 31.38

Concern has been expressed as to what this clause mean.

It is nothing more than an examination of the issues that might arise for year round use of the Institute buildings and a report on these issues.

### Does it mean you will be required to be there all year round – i.e. between 20th June and 1st September?

**Emphatically No.** There is no question of this or any other change in conditions of service arising as a result of this paragraph.

### What will be the outcome of this action item?

The outcome of this is a report only. There are no commitments beyond the identification of issues. One of the issues for TUI, which we will put forward, is the maintenance conditions of members and in particular the 20th June to September 1st break.

### Are there implications for conditions of service?

No. As a result of this report there will be no implications to the conditions of service of any TUI member. This is understood to be the view of both the Department of Education and Science and Institutes of Technology management.

### Contract Review

### Can this result in a contract being imposed on Academic Staff?

NO.

*“There will be no contract other than an agreed contract” – “If the new contract is not agreed the existing one will remain in place.”* IOT Management.

The commitment in the agreement and in the action plan is *“to discuss with a view to reaching agreement”* – ie to discussion, not necessarily to reaching agreement. If the new contract is not acceptable to TUI members it will not be introduced.

### Who will decide on the acceptance of any new contract?

**The members will by ballot.** There will be no acceptance of a new contract unless members agree in a ballot. This commitment was made by the President to the Consultative Conference and had also been made by the Executive.

TUI will be raising issues it wants changed in the contract. Some were sought by TUI Congress last year. Many of these activities not covered the current contract are all being done – on an ad-hoc basis, sometimes for nothing, sometimes under duress in addition to what is in the contract. We want these issues in the contract as an alternative – not as an addition – to 16/18 hours.

This is an opportunity to address issues and they are in our control in terms of a conclusion. The issues are:

- a reduction in the teaching loads of all grades of lecturer
- e-learning
- self-learning

- work-based learning
- ACCS programmes
- distance learning modules
- outreach programmes
- placement of students in industry
- a weighting factor for timetabled hours taught on Degree programmes and Taught Master's programmes.

### Is it the intention to introduce a new contract only for future appointees?

No – it is the intention to have a new agreed contract for all, both new and current appointees.

## The Apprentice Year

### Why is this provision being introduced?

This provision deals with the desire of FAS, Institutes of Technology Management and the Department of Education and Science to have a common and regular schedule in all Institutes. It is the desire of FAS to ensure that there is a break between block two and block three rather than has been traditional in most IOTs.

We are committed to participate in this review and to agree revised arrangements with **the assurance which, we have insisted on, that there will be the maintenance of existing conditions for all** – this means those who work across both apprentice and whole time courses will have their break intact.

### Who will decide on the outcome of this?

The Executive guarantee that this will be balloted on before finalisation.

## Supervision of Postgraduate Students

### What Institutes will this apply to?

We have been advised that every IOT [other than the DIT] has a Code of Practice for Supervision of Postgraduate students as part of its delegated authority under HETAC. The only institute where a code needed is DIT as DIT does not come under the auspices of HETAC. In the other 13 IOTs, TUI is not

## Management of the Introduction of Change and New Developments

**28.13** In accordance with the partnership approach, unions will be informed in advance of all new workplace-related initiatives which have a significant effect on staff, the reasons for them and the proposed implementation date. Notification will be given in advance and in sufficient time to allow discussions with the union(s) concerned to take place (due regard being given to situations of emergency). Such discussions will cover the nature of the changes involved, the reasons for them and the main impacts on staff. The discussions will be approached in a partnership manner and will be concluded in time to allow the changes to be introduced by the proposed implementation date. Subject to this, it is accepted that management have the right to implement changes in accordance with the provisions of the Agreement. In any case where a dispute in relation to such changes is being processed through the relevant industrial relations machinery in accordance with the procedures set out in 27.9 of this agreement staff will co-operate with the changes while the issue is being so processed.

Most of this section is in accordance with what was there in the previous agreement – Sustaining Progress and is beneficial. However the last sentence presents a

serious issue. It does appear to conflict with the Grievance Procedure which is a separate agreement with the Institutes. This sentence appears to suggest that you are supposed to comply while the issue in question is at the Labour Court for determination. We have obtained legal advice which questions this aspect. We will pursue this and monitor the application of this clause. The new Information and Consultation legislation requires that there be consultation in advance of any change in work practices. The Consultative Conference recommended that we establish a means of monitoring this clause.

Legal advice; an extract from the legal advice received from Senior Counsel on this clause.

Prima facie, the two paragraphs are contradictory in that it is quite clear from 27.9 that nothing is going to happen unless there has been agreement or there has been resolution through the Industrial Relations machinery. This is not what 28.13 says. In many cases it may be very impractical to permit change to take place which would have to be dismantled if ultimately the change was considered to be unreasonable or outside the terms of the Agreement.

aware of any member being asked to be present during the Summer despite these codes and we will allow nothing else for DIT which is the only Institute that this provision applies to.

### What other sections will apply to academic staff

**31.36** This is a general agreement to co-operation with change which is to be brought about for the reasons stated – new student base etc. and in the manner prescribed - through a partnership approach.

### 31.39 Strategic Planning

This is a general statement of co-operation with issues arising from the Strategic Planning provided it is developed through a partnership process. There is nothing specific in the action plan.

### 31.40 Flexible Modes of Delivery

This is a continuation of one of the commitment given under the last agreement, Sustaining Progress. Many branches have reached agreement to this, other are in discussion – One branch – Cork refused to have a new arrangement imposed and was

forced to take industrial action to prevent this attempted imposition of an unacceptable situation. This has now been agreed through discussion which should have happened without the need for such action.

### 31.42 Quality Assurance

The major concerns of the union are protected – these are the maintenance of the ownership of the QA1 forms by the lecturer and of security/confidentiality of the process. This will be addressed by a National Working Group which will include TUI.

### 31.43 Rationalisation of Pay Arrangements

The introduction of electronic payments is not seen as a significant issue.

### 31.44 Review of Discipline and Grievance Procedures

This has been already agreed as part of the introduction of the procedures. There is a clause in the procedures agreeing to a review in the light of the experience of the operation the procedures. This Institutes' requirement for one scheme for all is not accepted by TUI and will only be agreed if the procedure is acceptable to TUI.

# Ballot on the Action Plan

## REASONS TO VOTE YES

- **Only by accepting the action plan will the pay increases apply.** All public sector Unions have been told that no pay increases will be applicable to their members unless the action plan has been agreed. This has been confirmed for IOT Academic Staff by Department of Education and Science Circular Letter issued in December 2006.
- **Pensions will be affected.** If this pay increase is not implemented it will have a long lasting effect including affecting both the lump sum and pension of those who have not yet retired and those who have.
- **It will undo the effects of benchmarking.** The last benchmarking process increased the salary of the Lecturer grade in Institutes of Technology ahead of the lecturer grade in the Universities. If the 10.4% is not payable to members in the IOT

this effect will be reversed and IOT lecturers will fall behind University Lecturers.

- **Future benchmarking increases are in doubt.** The current agreement states that the implementation of benchmarking will be discussed in the context of whatever arrangements are to be put in place on the expiry of this agreement. If TUI is out of the agreement then it puts serious question over the payment of the benchmarking increases.
- **TUI will be isolated within the trade union movement.** While TUI has serious reservations about the decision making process within ICTU and is committed to seek to change these, if the Union is not within ICTU it will have no voice in this process. Other Union's have discovered

to their cost that being outside of ICTU is not a solution.

- **The changes demanded are of little significance overall.** The changes are set out on pages 2 and 3; actual extent and meaning of the changes are explained on pages 6 and 7
- **Being in the agreement we will benefit from any changes to the agreement that might occur.** While the extent of the pay increase available under the agreement has been criticised by many as being inadequate it is clear that nothing more is available by any other means. TUI has called for, and ICTU has indicated that in certain circumstances it may seek a renegotiation of the pay terms of the agreement; any renegotiation will benefit TUI members.

Following on the consultative conference held on Wednesday 7th February 2007 the Executive Committee has accepted the advice in regard to the holding of a ballot on the action plan. Ballot papers have been issued to the individual home addresses for each member or where home addresses are not available they

will be sent individually to members at their work address.

All members in Institutes of Technology who are in benefit in accordance with Head Office records are entitled to a ballot. A list of such members issued to Branches. In the event of there being any discrepancies which

could cause a loss of a vote to a member, Branches have been asked to bring these to the attention of Head Office immediately. Members who are in arrears have until 5.00pm on Wednesday 28th February 2007 to bring such arrears into order at which time they will be entitled to a ballot.

## REASONS TO VOTE NO

- **The money is not enough.** The total increase over the period of the 27 month agreement amounts to 10.38% accumulative which approximates to 4.4% per annum. This is less than the current rate of inflation.
- **We don't like the decision making process.** Successive TUI Congresses have disapproved of the decision making process whereby conditions of service for TUI members are inserted into a national agreement which is then subject to a ballot of all members of Trade Unions. The TUI believes that issues relating to the conditions of service of TUI members should be voted upon by TUI only, not by the entire ICTU membership. This is threatening the Autonomy of TUI.

- **Too much is being demanded.** Some of the changes sought within the agreement could have the potential to lead to further changes in subsequent agreements the extent of which are not known at this time. This can only be prevented by opposing this agreement.
- **The extent of the changes being sought are increasing with each agreement.** If we do not stop this type of agreement now we have no idea where it might lead to in the future. Grossly excessive demands might be made in exchange for a future pay increase.
- **There should be no additional demands for cost of living increases.** Workers are entitled to retain their standard

of living without having to work harder as the increases here are cost of living increases and no more. There should be no requirements to undertake changes or additional work of any sort.

- **This agreement has been rejected already.** TUI, both at Special Congress and by way of National Ballot, has already rejected the National Agreement "Towards 2016". This is the same agreement and endorsement of the Action Plan de-facto endorses the agreement. While the vote during the summer was to determine the attitude of the TUI delegates at the ICTU Special Conference it none the less determines the view of the Union towards the agreement.