

Public Service Agreement: Second Level/Further Education

Members' questions answered

Q1. To whom does the Public Service Agreement apply?

A. The Agreement applies to all members.

ADDITIONAL TIME (33 HOURS)

Q2. To whom do the provisions regarding the additional time of 33 hours apply?

A. They apply to all 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.

Q3. What quantum of the additional 33 hours will be undertaken by Pro-Rata Part-Time contracted teachers?

A. Pro-Rata Part-Time (PRPT) teachers will be required to fulfil the pro-rata equivalent of their contracted teaching hours. For example, a PRPT teacher on a contract of 16 hours will be required to fulfil 16/22 of the additional 33 hours i.e. 24 hours.

Q4. Are periods of less than one hour duration reckonable towards the additional 33 hours?

A. While it is envisaged, in general, that the additional hours will be used in blocks of one or two hours duration, periods of time of less than one hour's duration should also be reckonable eg two periods of 30 minutes should be reckonable as one hour

Q5. May school management designate the use of the additional time for activities other than those listed in the agreement?

A. No. The additional time may not be used for any other activity other than those specified in the agreement. However, any residual hours available following utilisation of the hours on the commitments set out in the agreement may, in the case only of teachers who are contracted into the Substitution and Supervision (S&S) Scheme, be used for the purposes of substitution and supervision.

Any substitution or supervision arising on foot of residual hours should be undertaken in accordance with the terms of the current Substitution and Supervision Scheme.

Q6. May teachers opt to undertake additional substitution (S&S) and/or supervision in lieu of the activities specified in the agreement?

A. No. The additional 33 hours may be used for the purposes of substitution and supervision (in the case only of teachers contracted into the S&S Scheme) only after utilisation of the hours on the specified activities has been exhausted.

Q7. Can the additional hours be undertaken during lunchtime periods or other non-teaching periods within the school day?

A. It is the view of TUI that the answer is yes. The additional hours must be scheduled "outside the normal school hours". It is also the view of TUI that "normal school hours" is taken to mean periods during the school day in which timetabled teaching is undertaken.

Q8. Can school management utilise all or part of the hours outside of the 167 days during which the school is open?

Yes, but only where there is a consensus among staff to do so. In this regard consensus does not mean a simple majority or veto but exists where there is general agreement and support or an absence of significant opposition. In the absence of consensus, the hours may only be utilised within the school's calendar of 167 days.

Q9. What input will teachers have into the utilisation and scheduling of the additional hours?

A. The Agreement states that there will be consultation with the teaching staff at school level as to the usage and scheduling of the hours. It is the view of TUI that there be consultation with TUI before agreement is reached at school level.

Q10. Are the hours devoted to the existing three parent/teacher meetings per year reckonable in the 33 hours?

A. No. The 33 hours are over and above additional time provided under previous agreements in relation to parent/teacher meetings. However, any additional parent/teacher meeting beyond the three meetings would be reckonable as part of the 33 hours.

QUESTIONS ON SUBSTITUTION AND SUPERVISION

Q11. Does the requirement in the Agreement to be available for three timetabled periods per week increase the time to be spent by teachers on substitution and supervision under the paid S&S scheme?

A. No. The Agreement does not affect current arrangements in respect of supervision in any way: it extends the availability of teachers to undertake substitution by one additional class period per week. (Teachers will now be required to be available for up to 3 periods per week). The maximum time to be devoted to substitution and supervision under the terms of the paid S&S scheme in any week is 90 minutes.

Q12. Will teachers who are not contracted into the paid S&S Scheme be required to undertake such work as part of their 33 hours?

A. No.

QUESTIONS ON POSTS OF RESPONSIBILITY

Q13. Can the additional 33 hours be devoted to posts of responsibility?

A. No. The 33 hours may not be used for post of responsibility duties.

Q14. Can post of responsibility duties be changed?

A. Duties of post holders may be changed but must not be more onerous than the existing duties being carried out by the post holder. The Department of Education and Skills circular letters in respect of posts of responsibility continue to apply. In this regard,



Circular Letter 20/98 states that “the duties of a post may be varied from time to time, following a consultative process, as the needs of the school require, subject to the revised post carrying, in general, the same level of responsibility as the previous one”. Teachers may not be obliged to undertake any duties which are not listed on the school’s agreed Post of Responsibility Schedule.

QUESTIONS IN RESPECT OF APPENDIX I – FURTHER EDUCATION

Q15. If one teacher in a discipline/ subject area volunteers to participate in developing a programme does this mean that others in the same discipline/ subject area also have to become involved?

A. No. Individual teachers can opt not to engage in the core activity of developing or writing programmes even when their colleagues volunteer to undertake this work.

Q16. Will a teacher be required to provide mentoring or tutorial support in subject specific areas to a learner seeking Recognition of Prior Learning (RPL)?

A. No. Under the Agreement a teacher will only have to provide information to the learner on where to forward an

application and on what details to forward. The responsibility for determining the type and level of learner evidence required will rest with the RPL centre.

Q17. Can a teacher be required to carry out internal verification checks that assessment has been carried out in compliance with FETAC requirements and internal policies within a school/centre?

No. Internal verification checks will be carried out by someone who holds designated responsibility (e.g. a Post of Responsibility) for such work outside the additional 33 hours.

Q18. What is meant by local protocols for engagement in self-evaluation and how will these be determined?

A. Local protocols refer to the systems and procedures that will be adapted to support self-evaluation within schools, colleges or other places offering programmes leading to FETAC certification, in line with their quality assurance agreement with FETAC. They will be developed locally in consultation with the teachers involved. However, in the first instance this union will be seeking agreement with the IVEA/management bodies on the underpinning framework/approach which will apply.

QUESTIONS IN RESPECT OF APPENDIX 2 – REDEPLOYMENT SCHEME

Redeployments for 2011/12 have already taken place. Notification in respect of redeployments for 2012/13 will issue in 2012.

Q19. To whom does the Redeployment Scheme apply?

A. It applies to all permanent/CID teachers in post-primary schools surplus to requirements in situations other than school closures. School closures are dealt with in a document agreed some years ago (available on TUI website). It applies also to teachers in centres and other education services.

Q20. Does the Redeployment Scheme apply to teachers who hold a Post of Responsibility.

A. Yes. The Scheme applies to all permanent/CID teachers.

Q21. Who will operate the scheme?

A. The Minister for Education and Skills has appointed Directors/Assistant Directors charged with implementing the scheme. Both the TUI and ASTI have appointed an Advisor/Advisors to the Directors/Assistant Directors whose role is to assist in the identification of issues of a practical or logistical nature.

Q22. What constitutes a surplus teacher situation?

A. A surplus situation arises in a school where the school has one or more teachers in excess of its allocation and such excess represents more than 1% of the allocation to the school.

A surplus situation arises where a VEC has one or more teachers in excess of its allocation and such excess represents more than 1% of the allocation to the VEC.

Q23. How would vacancies for the purposes of potential redeployment be identified?

A. Applicable vacancies are all permanent and temporary vacancies in whole or part-time posts, save where such posts cannot be deemed a vacancy by operation of law. All schools/VECs must notify all applicable vacancies in the school/VEC as soon as they arise, to the Director of the Scheme. Schools/VECs will inform the Director of the reason for a proposed appointment and indicate the subject/programme preferences for the filling of the post. No appointment shall be made without the express written authority of the Director.

Q24. How would the redeployment of a permanent/CID teacher affect non-permanent teachers?

A. The redeployment of a permanent/CID teacher into a school/VEC could lead to the non-renewal of the teaching contract of a fixed-term teacher. However, permanent/CID teachers may be transferred only into whole or part-time posts which are deemed vacant and to which teachers already in the school or scheme do not have an entitlement by operation of law. It is the view of TUI that some fixed term teachers will, based on their specific contract(s) have a legal entitlement to have their contracts renewed.

Q25. Would a teacher redeployed into a short-term vacancy lose his/her permanent status as a permanent teacher?

A. No. The permanent whole-time status of teachers is not in any way affected. In addition, in the operation of the scheme, the Director will have regard to the practicalities of filling short-term vacancies by redeployment.

Q26. Would the eligibility for a CID of a fixed-term teacher in the fourth consecutive year of employment be negated or otherwise set aside by any necessity to redeploy permanent/CID staff from other schools/centres?

A. The first option which must be exercised by the employer is offering a CID where an existing fixed-term teacher qualifies for such in accordance with the terms of CL 34/09. (However, in order to qualify for a CID there must be no objective grounds set out in the fourth year of the contract, which would prevent such a teacher from being awarded a CID.) This option must be exercised before an employer would submit the vacancy for filling by redeployment.

Q27. What is the method for determining the teacher(s) to be redeployed?

A. A school/VEC would ascertain if an existing member of staff wishes to apply for redeployment on a voluntary basis. A school/VEC would, at the same time, identify a teacher(s) for compulsory redeployment; such a teacher(s) would be redeployed in the event that it does not prove possible to redeploy the teacher(s) who applied on a voluntary basis.

Teachers would be identified for compulsory redeployment on the basis of seniority in the first instance, and the curricular needs of the school. A seniority list of teachers in the school must be drawn up for redeployment purposes. This list must be agreed by management and staff and must be made available to all teaching staff. The school/VEC would form a view as to whether the school/VEC could cope

with the loss of the most junior teacher on the list.

In the event that the school/VEC concludes that it is not possible to cope without the most junior teacher, it will review the position of the second most junior teacher and so forth, in reverse order of seniority, until a nominee whose redeployment can be coped with is identified.

In the event of the nomination for redeployment of a teacher(s) who is not the most junior teacher, the teacher nominated in lieu of such a teacher(s) would be provided with a statement from the school/VEC setting out why, given the curricular needs of the school, s/he was nominated.

It will be open to a nominee for redeployment to write to the Director of the Redeployment Scheme setting out the reasons why s/he considers that the process and procedures of the scheme were not complied with. The Director will then consider these concerns and ascertain whether or not the process and procedures were followed in a correct manner.

Q28. To which types of school may teachers be redeployed?

A. The Redeployment Scheme is a cross-sectoral scheme. However, the Director will, in the first instance and where practicable, assign a teacher in a VEC scheme to a post in the VEC sector and a teacher in a voluntary secondary school will be assigned, in the first instance and where practicable, to a post in that sector.

In the event that, in the opinion of the Director, no post exists in the VEC Sector, the Director will assign the teacher to a post in the Voluntary Secondary School or C&C sector.

Similarly, where in the opinion of the

Director, no post exists in the Voluntary Secondary School sector, a secondary school teacher will be assigned to a post in either the C&C or VEC sector.

Teachers in C&C schools could be assigned to a post in another C&C school, a voluntary secondary school or a VEC school.

Q29. Does the Redeployment Scheme set aside the TUI/IVEA Teacher Transfer Agreement, 1999?

A. No. The Redeployment Scheme provides for the redeployment of a teacher to a new employer. The Teacher Transfer Agreement provides for the internal transfer of a VEC teacher within that VEC, without change of employer.

Q30. Under which circumstances may a redeployment be deferred?

A. Where, on the basis of evidence submitted to the Director to support the opinion of a school/VEC that its surplus position is strictly short-term or transient, the Director may, at his/her discretion, defer a decision in relation to redeployment.

Q31. May a teacher in a school which is not in a surplus position apply to be redeployed to a school outside the 50 kilometre limit from his/her existing school or from his/her place of residence?

A. It is recognised that teachers may wish to transfer on a voluntary basis to another part of the country. It is agreed that discussions will take place in Autumn 2011 with a view to putting a pilot scheme in place to facilitate such requests.

Q32. Does a teacher who is redeployed lose his/her seniority for promotional purposes?

A. No. Reckonable teaching service for promotional purposes in the previous school is transferred to the receiving school and will be reckonable for promotional 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.

Q33. What recourse is available to a teacher who has been redeployed to have his/her placement reviewed?

A. The teacher may request the Director to review the redeployment decision by the 31st March following the redeployment. In conducting the review the Director will consider the extent to which the terms of the redeployment scheme were met and will also consider any other relevant factors which are raised. At his/her discretion, the Director may either confirm the original redeployment or put in place a revised redeployment within the terms of the scheme.

For further information please refer to the document on TUI Website "Public Service Agreement 2010-2014 Outcome of Discussions", contact your school representative or Branch Officers or email tui@tui.ie