

PCW AGREEMENT 3RD
LEVEL 1998

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PCW

Negotiations under Clause 2(iii) A of the PCW Pay Agreement

Revised Facilitator's Proposals for agreement on the issues which formed the agenda for the negotiations under Clause 2(iii) A of the PCW Pay Agreement on the Teachers' Union of Ireland claims on behalf of academic staff and the proposals from the management of the Institutes of Technology and the Departments of Education and Science and Finance.

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Facilitator

JUNE 1998

INTRODUCTION

1. PCW Pay Agreement

1.1 Clauses 2 (iii) and 2 (iv), Annex 1, of the PCW agreement on pay and conditions of service outline agreed provisions for the processing of claims for improvements in pay and conditions which were not processed to conclusion under clause 3 of PESP agreement on pay and conditions.

The Agenda

1.2 The agenda emerged from claims by the Teachers' Union of Ireland for improved pay and conditions of employment, including promotion opportunities, and from proposals from the management of the Institutes of Technology and the Departments of Education and Science and Finance in relation to recruitment and the operational requirements of the colleges as third level educational institutions.

The Negotiations

1.3 The negotiations resulted in a considerable level of consensus and agreement but fell short of a fully agreed package.

In December 1997 I prepared and issued a final set of proposals for acceptance by the parties.

Rejection of Proposals

1.4 The proposals document published in December 1997 was the subject of a ballot by TUI members and was rejected. It was also unacceptable to the Dublin Institute of Technology.

Further Discussions

1.5 Further discussions took place directly between the parties and as no overall agreement was reached a final meeting was held under my chairmanship. As it was not possible to get an overall agreement I have now prepared this revised set of proposals which reflects the measure of agreement reached between the parties, my views of a reasonable and equitable compromise in the areas of disagreement and the PCW cost considerations.

1.6 The discussions, in both phases, were wide-ranging and intensive. I was at all times conscious of the importance of the Institutes of Technology as a vital part of the education sector. The proposals put forward, therefore, must be viewed not only in an industrial relations context but having regard also to broad educational criteria and how best the institutes can contribute to educational development in the technology area.

1. REDUCTION IN THE LEVEL OF PART-TIME HOURS

1.1 The PCW provides for discussions between management and teacher interests on agreeing a ceiling on the percentage of part-time teaching posts in third-level colleges (paragraph 6.38).

1.2 It is proposed that a target level of 80% permanency should operate in the Institutes by the start of the academic year commencing 1 September 1999. This level of permanency will be determined by reference to the total level of educational services offered by the institute in the previous academic year.

1.3 In this regard it is also proposed, on a once-off basis, to create additional permanent posts by conversion of temporary posts/part-time hours in the current year. These additional posts will

enable each Institute to attain a very high level of permanency immediately and taken together with the arrangements outlined below will provide permanent posts for many of those teachers currently employed in a temporary or part-time capacity. The additional permanent posts will be allocated to each Institution to reflect the varying levels of permanency operating at present throughout the sector and to ensure that all Institutes get some additional permanent posts. A total of 392 posts, to include 50 of these posts specifically related to the arrangements set out in para 1.9 of this document, will be created.

1.4 Arising from the allocation of posts some Institutes will be above the target 80% permanency level. These Institutes will have the flexibility to revert to the 80% target level in future years.

1.5 A number of additional permanent posts will be created by conversion of part-time hourly paid posts in the Institutes. The allocation of these posts is set out in Appendix 1

1.6 On a once off basis there will be an internal competition among temporary/part-time postholders for these posts.

The fields of competition for the new posts will be as follows

(a) Fully qualified (as for permanent appointments) TWTs and EPTs who are in service in the academic year 97/98 and who served as TWTs or EPTs or completed 200 hours in any other year since September 1994.

(b) competition for positions remaining unfilled after (a) to be among remaining TWTs and EPTs who are academically qualified as set out in paragraph 1.7.2 below and who are in service in the academic year 97/98 and who served as TWTs or EPTs or completed 200 hours in any other year since September 1994

(c) competition for positions remaining unfilled after (a) and (b) to be among hourly paid part-time teachers who are academically qualified as set out in paragraph 1.7.2 below and who are in service in the academic year 97/98 and who had at least 200 hours in any year since September 1994. The number of appointments from this category will be subject to the limits set out for each Institute in Appendix I. Appointments under this category will be at Assistant Lecturer level.

(d) The academic qualifications required in the process at (b) and (c) are set out at 1.7.2.

(e) At the conclusion of the process at (a), (b) and (c) above any remaining posts may be filled externally in the normal way.

1.7 The following procedures will apply for the identification of permanent posts and the selection and appointment of suitable candidates.

1. The posts will be determined by the educational needs of the Institution and will be allocated in areas in which existing non-permanent staff are employed.

2. The President/Director will

- define the posts based on the 97/98 non-permanent hours (number, title, elements subsumed in it)
- set down academic criteria of eligibility to compete for the post

on the following basis

- degree or equivalent in the case of College Teacher
- honours degree or equivalent in the case of Lecturer I
- honours degree or equivalent in the case of Assistant Lecturer
- Constitute an Interview Board as follows:

Member of Governing Body, if available or industry representative
Head of School and/or Head of Department
President/Director or nominee
Two Academics one of whom shall be internal

3. The Interview Board will:

- interview all eligible candidates
- make recommendations to President/Director

4. The President/Director will arrange the verification of the appointee's details and will arrange medical and Irish language test where required

5. The appointment will be made by the Governing Body on the proposition of the President/Director

6. The appointments to be made with effect from 1 September 1998 in the case of persons who are contracted to work full hours.

In the case of others, every effort will be made to complete the selection process as soon as possible and the successful candidates notified of the result. These appointments will take effect from the earliest possible date consistent with the requirement that all existing temporary/part-time staff may serve out their current contracts and that costs cannot be duplicated. The latest date for appointment will be 1 September 1999.

1.8 TWTs and EPTs appointed to permanent posts as a result of this process will be appointed to an appropriate level i.e. College Teacher or Lecturer 1. Thereafter, College Teachers may progress to Lecturer I in accordance with the arrangements set out for progression to the LI grade in paragraph 3.1 of this document. TWT or EPT College Teachers who progress to LI and TWT or EPT LIs appointed to the LI grade may progress to the career grade in accordance with the arrangements set out in paragraph 3.2 (a).

1.9 Under the original EPT Agreement as set out in Department of Education Circulars 38/89 and 39/89 unqualified part-time staff employed at that time and who met specified service requirements were, as an exceptional measure offered EPT contracts. A number of these staff have remained unqualified and continue to hold contracts in accordance with the terms of the original circulars. These staff will continue to hold their contracts in accordance with the terms of those circulars

These staff may also compete for any conversion posts for which they are qualified. The post holders will be regarded as part of the permanent staff of the Institutes for the purpose of defining the permanent to part-time ratios.

These staff may also compete for any conversion posts for which they are qualified. The post holders will be regarded as part of the permanent staff of the Institutes for the purpose of defining the permanent to part-time ratios.

1.10 There are schools of music in Cork Institute of Technology, the Dublin Institute of Technology and Waterford Institute of Technology, which include the provision of music education over a range of age and proficiency levels. It is proposed that a special working group, with representation from all relevant parties, be set up to make recommendations on the most suitable arrangements for the future delivery of these programmes.

1.11 The present EPT Agreement was formulated in the context of the delivery of courses at second level and has stipulations and conditions, which are inappropriate to the third level area. It is proposed that the parties should immediately engage in discussions to draw up a suitable agreement on contracts for future part-time lecturers.

2. PROPOSED NEW STRUCTURE AND PROGRESSION

2.1 It is proposed that a new academic structure be put in place on the following basis;

1. Assistant Lecturer
2. Lecturer
3. Lecturer (Structured)
4. Senior Lecturer I (Teaching)
5. Senior Lecturer II
6. Senior Lecturer III

2.2 It is proposed that with effect from 1st September 1998 recruitment at College Teacher and Lecturer I level will cease. From that date the main recruitment grade for the Institutes will be at Assistant Lecturer level with a salary scale (in 1 April 1998 terms) of

£18,818 - £19,591 - £20,381 - £21,009
£21,644 - £22,277 - £22,911 - £23,537

Institutes will have the right to recruit at higher-level posts where this is warranted by the academic requirements of the Institute subject to an agreed balance being maintained in each Institute between the numbers of Assistant Lecturers and Lecturers. The ratios to be maintained between Assistant Lecturers and Lecturers in each Institute will be approved annually by the Department of Education and Science.

2.3 The main career grade for academic staff will be at the new Lecturer grade. This new Lecturer Grade will attract a salary identical to the current Lecturer II scale which (in 1 April 1998 terms) is

£24,965 - £26,152 - £30,768 - £31,852 - £32,936
£34,025 - £35,118 - £36,205 - £37,290 - £38,380 - £39,468

Assistant Lecturers will progress to the grade of Lecturer on completion of one years service after having reached the maximum of the Assistant Lecturer scale subject to a minimum of five years continuous service in the grade subject to ability, experience, academic qualifications, scholarship and demonstrated performance. Possession of an appropriate defined postgraduate qualification or equivalent shall normally be considered an essential requirement. Institutes may award incremental credit for previous service in the Assistant Lecturer grade in another Institute or University. The Institute may require five years service in the Institute before progression is

considered. An Assistant Lecturer with a PhD and relevant research experience may be considered for progression after three years continuous service. If successful such an Assistant Lecturer may be placed on the first point of the Lecturer scale and remain on that point until five years service have been completed. Progression for Assistant Lecturers shall be irrespective of whether a new post of lecturer has been established or a vacancy at Lecturer level has occurred. In the event of an Assistant Lecturer or Lecturer subsequently being appointed to another post in the Institute or resigning from the Institute the status of the vacated post will revert to Assistant Lecturer level.

2.4 A new grade of Senior Lecturer (Teaching) will be introduced with a scale identical to the present Senior Lecturer I scale. The present Senior Lecturer I and Senior Lecturer II scales will be retitled as Senior Lecturer II and Senior Lecturer III respectively and new pay scales as shown at paragraph 3.4 will apply.

2.5. Details of recommended qualifications, salary scale, progression arrangements, responsibilities and duties in respect of each grade are set out in Appendix 2.

3. PROPOSALS IN RELATION TO EXISTING STAFF

As part of the merging of the present and proposed structures it is proposed to provide progression for existing academic staff on the following basis: -

3.1 College Teacher

The proposal is that existing College Teachers will progress to the L1 scale on completion of one year on the 6th point of the College Teacher's scale. College Teachers currently on the seventh point or higher of the existing College Teacher scale will be assimilated to the current LI scale. Assimilation will be to the nearest point, not below.

The LI scale (w.e.f. 1 April 1998) is as follows

£22,136 - £23,230 - £24,121 - £25,027 - £26,162 - £29,572
£30,566 - £31,561 - £32,553 - £33,548 - £34,546

On progression to the LI scale the number of teaching hours will be reduced from 20 hours to 16 hours per week. Progression to the higher grade will be from 1 September 1996. The reduction from 20 to 16 hours in the case of progression from CT to LI will be effective from 1 September 1998.

Progression from the LI grade to the career grade (new Lecturer Grade) will be subject to the same progression criteria as will apply to existing LIs (see LI proposals below).

These arrangements will supersede all previous arrangements agreed in relation to upgrading College Teachers contained in Agreed Reports 14/79 and 5/82.

3.2 Lecturer I

As stated earlier the proposal is that a new Lecturer Grade with a scale identical to the present LII scale will be introduced.

The new Lecturer scale (in 1 April 1998 terms) is as follows;

£24,965 - £26,152 - £30,768 - £31,852 - £32,936 - £34,025
£35,118 - £36,205 - £37,290 - £38,380 - £39,468

Existing LIs will progress to the new scale on the following basis;

(a) LIs with an honours primary degree or equivalent who have completed one year on the maximum of the LI scale may progress to the LII scale. Progression will be to the nearest point, not below.

(b) LIs who do not have an honours primary degree or equivalent may progress to the LII scale when they have completed three years on the maximum of the LI scale.

The effective date for this proposal is 1 September 1996.

3.3 Lecturer II [including LII (structured)]

The proposals in relation to the Lecturer II grade are as follows;

(a) 250 SL I (Teaching) posts will be created with a scale identical to the current SL1 scale, which in 1 April 1998 terms is

£34,710 - £35,893 - £37,071 - £38,253
£39,434 - £40,609 - £41,793 - £42,970

The first competition for the filling of these posts will be open to existing SLIIs, SLIs, LIIs and Structured LIIs with five years service in any combination of these grades. All such members of these grades will be eligible to compete in the first filling of these grades notwithstanding the academic qualifications requirement as stated in Appendix 2.

(b) two long service increments of £1,000 each to be applied to the LII scale after 3 years and 6 years respectively on the maximum of the scale. The long service increments will be paid on a personal basis to existing LIIs (i.e. those serving as LIIs prior to the implementation of these proposals) but will not form part of the Lecturer scale in the future.

In addition, it is proposed that LIIs serving on 1 September 1996 which were on the maximum of the present scale or any serving LIIs who would have reached the maximum of the scale subsequent to 1 September 1996 and before 1 October 1998 will receive the first long service increment on a personal basis with effect from 1 September 1996 or the date on which they would have reached such maximum as appropriate.

Payment of the second long service increment will be subject to completion of six years' service on the maximum of the scale.

(c) all Lecturer IIs (Structured) will be paid a Supervising Allowance of £1,000 per annum

The implementation date for (a) and (c) is 1 September 1998 and 1 September 1996 for (b)

It is proposed that the distribution of the SL I (Teaching) posts between the Institutes will be in proportion to the existing distribution of LIIs including L IIs (Structured).

As all lecturing grades may be deployed at any level of delivery of the teaching and resource services of the Institute, their work may be supervised by any structured post-holder.

3.4 SLIs and SLIIs

It is proposed that the SL I and SL II grades be retitled as SL II and SL III

respectively and that the following pay scales be applied in respect of the SLII and SLIII grades with effect from 1 January 1997. Assimilation will be to the nearest point, not below.

SL II

£35,000 - £36,100 - £37,200 - £38,300 - £39,400
£40,500 - £41,600 - £42,700 - £43,800 - £45,000

SL III

£37,320 - £38,630 - £39,940 - £41,250 - £42,560
£43,870 - £45,280 - £46,600 - £48,000

These new scales will be applied on the understanding that these grades will continue to fulfill their duties and responsibilities in a flexible manner and promote the implementation of on-going change and the development of the Institutes in a manner consistent with the managerial nature of these posts.

4. CLASS SIZE

4.1 Current international practice in Higher Education is to deliver theory in larger groups and practical and tutorial work in smaller groups. This practice is common to many institutions in this sector at present. It is proposed to extend this practice in a consistent and fair manner to all of the Institutes subject to normal health and safety requirements.

4.2 In future Institutes will be free to develop their intake on the basis of the enhanced physical resources currently available to them and coming on stream. It is recognised that factors which are not fully within the control of management and which influence the formation of class groups include: -

CAO acceptance rates

Student choices of stream and electives

Retention rates

Viability of continuation courses

4.3 Established grievance procedures, including the final adjudication/arbitration provisions of such procedures, may be availed of in instances where difficulties in the implementation of these proposals arise. If grievance procedures are not agreed separate adjudication/arbitration procedures for dealing with difficulties arising from the implementation of these proposals should be agreed.

4.4 The adoption of the practice outlined above means all existing directives restricting class sizes are rescinded.

5. TUTORS, DEMONSTRATORS, RESEARCH ASSISTANTS

5.1 The proposal is that tutors, demonstrators and research assistants be employed as academic support to lecturers in the Institutes from the commencement of the academic year in September 1998.

5.2 The assignment of tutors, demonstrators, and research assistants would be done in consultation with staff concerned. It is proposed that for each 3 hours of tutor, demonstrator, research assistant work supervised by academic teaching staff that member of the academic teaching staff would be allowed a one hour reduction in class contact time.

5.3 It is intended that where possible tutors, demonstrators and research assistants will be post-graduate students of the Institute who will be awarded a scholarship in return for providing an agreed service to the Institute. In circumstances where appropriate post-graduate students are not available tutors, demonstrators and research assistants may be employed directly by the Institute. It is envisaged that such employment will be for a specific purpose requiring particular expertise and will be of limited duration and most likely subsidiary in nature. In limited instances research assistants may be employed on fixed purpose contracts for special research projects for which specific funding is available.

5.4 The duties and responsibilities of the tutor, demonstrator, and research assistant are set out in Appendix 3.

6. THE ACADEMIC YEAR

6.1 These proposals are aimed at improving the level of service provided by the Institutes to students and maintaining the academic profile of the institute over the entire year.

6.2 In some Institutes there is an ongoing problem of disruption of the academic timetable resulting from the closure of the Institutes on traditional church holy days in the first term. The disruption arises when the Institutes are closed on a Tuesday, Wednesday or Thursday. In these cases students tend to take the days of the week between the nearest weekend off as they travel home for the closure and do not return. It is proposed that where Institutes have problems in this regard that Institutes may in future designate specific closing days as an alternative to the actual church holiday. It is proposed that the designation of the alternative closure days will be a matter for discussion at Institute level.

6.3 In third level institutions flexibility in regard to the academic year is the standard but this is not so in the Institutes of Technology. It is clear from these negotiations that a degree of flexibility is required in relation to the academic year if Institutes are to fulfil their obligations to students in relation to such matters as completion of course boards, disciplinary hearings, rechecks, appeals, repeat examinations and advice and guidance with examination difficulties.

6.4 In order that these obligations may be met it is proposed that academic staff would be available for five working days between the 20th June and the 28th June - both days exclusive. The actual days of attendance would be identified in advance by Management in consultation with the member of staff. Staff required to attend during that period would be allowed days off with effect from the 1st of September equal to the number of working days from the 21st June to the last day of required attendance, both days inclusive. Management recognises the need to provide adequate notice.

7. JOB-SHARING SCHEME

7.1 The principle of job-sharing is accepted, in accordance with Government policy, and it is proposed that a pilot scheme be introduced which would address such issues as eligibility, duration, duties, pay, promotion, leave, recruitment, superannuation and outside employment.

8. EARLY RETIREMENT

8.1 The proposal is that further consideration be given by both sides to early retirement arrangements for surplus teachers in the context of the evolving

9. SEMESTERISATION

9.1 In the third level area in Ireland, including the IT sector, semesterisation is at different stages of development and implementation. The evidence available from other third level institutions leads me to believe that the matter needs to be considered further in consultation with all interested parties (staff, students, college management).

9.2 In my view this issue cannot be resolved in the context of these negotiations. I propose , therefore, that this matter be the subject of ongoing consultation between the parties. This arrangement should not interfere with current agreed practices in operation.

10. QUALITY ASSURANCE

10.1 It is proposed that the general statement of aims and duties in relation to the attainment of the highest academic quality, as set out in Appendix 4. and jointly negotiated by a sub-group, be accepted and implemented by all parties to this agreement.

11. MANAGEMENT ANOMALIES

11.1 While the Agreed Reports 14/79 and 5/82 set out a common management structure for the Institutes it emerged during these discussions that there are anomalies at Head of Department and Head of School level (i.e. SLI and SLII level).

11.2 As the anomalies are limited to a very small number of Institutes, I propose that they be addressed through local discussions in the context of implementing these proposals generally.

11.3 This proposal is on the basis that the anomalies are minor and that costs associated with addressing them are minimal and confined to particular institutions.

12. PENSIONABILITY OF CERTAIN PART-TIME LECTURERS

Recent developments in relation to the pensionability of part-time staff indicate an acceptance that part-time staff who are in permanent or quasi-permanent employment for a certain minimum duration per week should be pensionable. As schemes for the pensionability of part-time service are currently being developed throughout the public service including other areas of the education sector I propose that the parties enter into negotiations as soon as possible with a view to agreeing details of such a scheme for part-time lecturers. Issues such as eligibility for membership, contribution arrangements, reckoning of service prior to the scheme, benefits on retirement or death in service, the interface with the scheme for permanent lecturers will need to be addressed.

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Appendix 1

ADDITIONAL PERMANENT POSTS

Institute	Number of Permanent Posts resulting from conversion	Maximum Number of Posts to be converted from part-time hours	Para 1.9 (EPT CT L1s)
Athlone	3	0	1
Carlow	22	0	3
Cork	57	15	14
Dundalk	10	0	2
Galway-Mayo	9	0	0
Letterkenny	10	0	2
Limerick	14	7	6
Sligo	10	0	2
Tallaght	4	2	0
Tralee	5	0	0
Waterford	13	5	0
Dun Laoghaire*	15	1	3
Dublin	170	42	17
TOTAL	342	72	50

- The particular requirements and stage of development of this Institute may restrict the number of permanent posts that can be filled immediately.

Appendix 2

Recruitment Grade

Assistant Lecturer

1. Scale (w.e.f. 1 April 1998)

£18,818 - £19,591 - £20,381 - £21,009

£21,644 - £22,277 - £22,911 - £23,537

2. Minimum Qualifications for Post

(i) Appropriate Honours primary degree (second class or higher) or equivalent

or

Completed a full trade apprenticeship and passed all the associated examinations including

appropriate post apprenticeship qualifications.

(ii) 3 years relevant post graduate experience

(iii) An appropriate standard of Irish.

3. Teaching Hours

The post shall be full-time requiring a maximum of 630 class contact hours per annum, with a norm of 18 class contact hours per week, which may be varied from 16 to 20 in consultation with the Assistant Lecturer.

A weighting of hours to apply to hours worked after 6 p.m. The weighting to be 1.5.

When an Assistant Lecturer is supervising a Tutor/Demonstrator a reduction in teaching hours will be applied on the basis of one hour reduction per three hours demonstration/tutorials supervised.

4. Duties

The Assistant Lecturer will play an active role in the academic direction of courses including teaching, research, academic assessment and academic administration. The appointee should, carry out such duties as are assigned by management including but not limited to:-

(a) teaching such assigned classes as deemed appropriate by management of the Institute, day or evening, up to 630 hours per annum including supervision of post-graduate students where appropriate.

(b) carrying out assessment, monitoring and evaluation of examinations work and providing an academic and consultative support to students in their learning activities;

- (c) providing academic input on existing and new courses and course development;
- (d) engaging in research, consultancy and development work as appropriate;
- (e) participating in committees appropriate to courses and meetings convened by management;
- (f) maintaining appropriate records and making available information as required by management;
- (g) engaging in promotion including student recruitment as appropriate;
- (h) participating in development, implementation and maintenance of academic quality assurance arrangements;
- (i) participating in appropriate activities necessary to the development of their department/school and the Institute;
- (j) directing and supervising the work of Tutor/Demonstrator and taking academic responsibility for the academic standards of this work.

The performance of these duties will require attendance in addition to class contact hours during the normal working week.

5. Progression

Assistant Lecturers will progress to the grade of Lecturer on completion of one year's service after having reached the maximum of the Assistant Lecturer scale subject to a minimum of five years' continuous service in the grade subject to ability, experience, academic qualifications, scholarship and demonstrated performance. Possession of an appropriate defined postgraduate qualification or equivalent shall normally be considered an essential requirement. Institutes may award incremental credit for previous service in the Assistant Lecturer grade in another Institute or University. The Institute may require five years service in the Institute before progression is considered. An Assistant Lecturer with a PhD and relevant research experience may be considered for progression after three years continuous service. If successful such an Assistant Lecturer may be placed on the first point of the lecturer scale and remain on that point until five years service have been completed. This progression shall be irrespective of whether a new post of Lecturer has been established or a vacancy at Lecturer level has occurred.

Career Grade

Lecturer Grade

1. Scale (w.e.f. 1 April 1998)

£24,965 - £26,152 - £30,768 - £31,852 - £32,936 - £34,025

£35,118 - £36,205 - £37,290 - £38,380 - £39,468

2. Minimum Qualifications for the Post Progression

(i) appropriate honours primary degree (second class or higher) or equivalent, together with an appropriate post graduate qualification or equivalent.

(ii) 5 years experience at Assistant Lecturer level.

(iii) compliance with the criteria for progression.

Open Competition

Where Institutes recruit by open competition, three years experience having gained the honours primary degree will be required in lieu of (ii) and (iii) above - together with the appropriate standard of Irish.

3. Teaching Hours

The post shall be full-time requiring a maximum of 560 class contact hours per annum, with a norm of 16 class contact hours per week, which may be varied from 14 to 18 in consultation with the teacher.

A weighting of hours to apply to hours worked after 6 p.m. The weighting to be 1.5.

When a Lecturer is supervising a Tutor/Demonstrator a reduction in teaching hours will be applied on the basis of one hour reduction per three hours demonstration/tutorials supervised.

4. Duties

The Career Grade will play an active role in the academic direction of courses including teaching, research, academic assessment and academic administration. The appointee should carry out such duties as are assigned by management including but not limited to:-

(a) teaching such assigned classes as deemed appropriate by management of the institute, day or evening, up to 560 hours per annum including supervision of post-graduate students.

(b) carrying out assessment, monitoring and evaluation of examinations work and providing an academic and consultative support to students in their learning activities;

(c) providing academic input on existing and new courses and course development; and course co-ordination.

(d) engaging in research, consultancy and development work as appropriate;

(e) participating in committees appropriate to courses and meetings convened by management;

(f) maintaining appropriate records and making available information as required by management;

(g) engaging in promotion including student recruitment;

(h) promoting scholarship;

(i) participating in development, implementation and maintenance of academic quality assurance arrangements;

(j) participating in appropriate activities necessary to the development of their department/school and the Institute.

(k) directing and supervising the work of Tutor/Demonstrator and taking academic responsibility for the academic standards of this work.

The performance of these duties will require attendance in addition to class contact hours during the normal working week.

Senior Lecturer I (Teaching)

1. Scale (w.e.f. 1 April 1998)

£34,710 - £35,893 - £37,071 - £38,253
£39,434 - £40,609 - £41,793 - £42,970

2. Qualifications for the Post

- (i) appropriate honours primary degree (second class or higher) or equivalent together with an appropriate post graduate qualification or equivalent.
- (ii) 5 years experience having gained the honours primary degree.
- (iii) an appropriate standard of Irish.

3. Teaching Hours

The post shall be full-time requiring a maximum of 560 hours per annum with a norm of 16 class contact hours per week, which may be varied from 14 to 18 in consultation with the postholder.

A weighting of hours to apply to hours worked after 6 p.m. The weighting to be 1.5.

When a Senior Lecturer I (Teaching) is supervising a Tutor/Demonstrator a reduction in teaching hours will be applied on the basis of one hour reduction per three hours demonstration/tutorials supervised.

4. Duties

- Senior Lecturer I (Teaching) will act as an advisor to management in quality assurance issues and will participate in quality assurance procedures such as progression assessments, complaints processing etc.
- Senior Lecturer I (Teaching) will report to Head of School/Department.
- The Senior Lecturer I (Teaching) Grade will have a leading role in the academic direction of courses including teaching, research, academic assessment and academic administration.
- The appointee should carry out such duties as are assigned by management including but not limited to:-
 - (a) teaching such assigned classes, day or evening, up to 560 hours per annum including supervision of post-graduate students;
 - (b) carrying out assessment, monitoring and evaluation of examinations work and providing an academic and consultative support to students in their learning activities;
 - (c) providing academic leadership and scholarship on existing and new courses and course development; and course co-ordination;
 - (d) playing a pivotal role in research, consultancy and development;

(e) participating in committees appropriate to courses and meetings convened by management;

(f) maintaining appropriate records and making available information as required by management;

(g) acting in an advisory capacity and as a professional support in academic matters to colleagues;

(h) playing a leading role in development, implementation and maintenance of academic quality assurance arrangements;

(i) participating in appropriate activities necessary to the development of their department/school and the Institute.

(j) directing and supervising the work of Tutor/Demonstrator and taking academic responsibility for the academic standards of this work.

The performance of these duties will require attendance in addition to class contact hours during the normal working week.

Appendix 3

Tutor, Demonstrator, Research Assistant

1. A. The function of a Tutor, Demonstrator, Research Assistant will be to provide:-

(a) **Tutorials:** backup reinforcing of material already introduced in lectures responding to difficulties and queries raised by students.

(b) **Demonstrating:** Supervising and advising students who are carrying out practical/project work such as work in labs, workshops, drawing offices, art studios, computer rooms.

B. The function of a Research Assistant will be to provide:-

(a) academic support to staff engaged in research.

While the mix of lectures/tutorials/practicals will be a function of course design, management will have the right to assign the work to academic staff or engage tutors.

The Tutor, Demonstrator, Research Assistant may be engaged under a variety of arrangements as set out in paragraph 5.3 of this document.

2. Duties:-

- To provide tutorials in accordance with instructions provided by their academic supervisor.
- To supervise students carrying out practical work scheduled in the timetable and to report to the academic supervisor.
- provide support in the carrying out of assessment, monitoring and evaluation of examinations work and providing an academic and consultative support to students in their learning activities as appropriate;
- participating in committees appropriate to courses and meetings convened by management;
- maintaining appropriate records and making available information as required by management;
- participating in development, implementation and maintenance of academic quality assurance arrangements;
- participate in appropriate activities necessary to the development of their department/school and the Institute.
- To advise, instruct and assist students so as to help them acquire a full understanding of the principles underlying their practical work, the reporting of such work and on established practice in relation to the work being supervised.
- To ensure compliance with Health and Safety requirements.

Appendix 4

QUALITY ASSURANCE IN HIGHER EDUCATION

General Statement of Aims

1.1 Setting and achieving appropriate academic standards and levels of quality, are key issues in third level education. Quality measurement and quality management must contribute to the enhancement of quality and its deliverance at all levels of the higher education institutions. Each Institute is, therefore, committed to achieving the highest possible academic quality through the involvement of all stakeholders, on a collective and individual basis. In relation to academic standards the pivotal statutory instrument to give effect to this process in each Institute is the Academic Council.

1.2 Assuring the achievement of excellence in student learning and development requires appropriate feed-forward and feedback. Academic quality assurance encompasses all the policies, systems and processes which are directed at ensuring that the agreed objectives of educational programmes are consistently achieved and constantly improved. This is the responsibility of all members of staff of the Institutes involved, through their ownership of the process and by engaging in their individual and collective professional capacities with the students in a positive and interactive feedback process. Management and Senior Academic grades have a particular responsibility with regard to quality assurance and enhancement.

This includes:-

- Academic Leadership
- Team Building
- Organisational Aspects
- Facilitation of the process

1.3 We believe quality is best developed and enhanced in a culture based on trust, consultation, team building, feedback and feed-forward, development of collegiality and academic freedom. It is envisaged that each Institute will resource and develop a Quality Assurance Mechanism which will respond to the objectives set out above and which will not only be effective, but be transparent in its implementation. This commitment to a quality culture will be underpinned by the provision of resources and ongoing commitment to staff development and training.

1.4 In setting out the responsibilities of academic staff in relation to Quality Assurance and enhancement the following must be provided for:-

- Peer interaction and co-operation
- Student evaluation of courses appropriately provided for
(e.g. subject evaluation administered and owned by individual lecturers and reported on to Course Boards)
- Information from assessment and examinations
- External Examiner's report

2. All staff will participate in a professional manner, appropriate to their individual and collective responsibilities in the quality assurance activities of the higher education institutions.

Duties of Academic Staff in Relation to Quality Assurance and Enhancement in addition to Lecturing, include the following:-

- 2.1 Course Development
- 2.2 Course Promotion
- 2.3 Course Committee Meetings
- 2.4 Course Operation
- 2.5 Examination Boards
- 2.6 Periodic Course Review
- 2.7 Facilitation and Interpretation of Academic Reviews
- 2.8 Facilitation and Interpretation of Student Review and Feedback
- 2.9 Institutional Review

An outline of the activities associated with each of the above duties is set out below.

Glossary of Terms

Course Committee/Course Board/Programme Board

A Course Committee/Board is established for each course (programme) offered by the Higher Education Institution and is responsible with the Head of School/Department for developing and assisting in the operation of the course (programme) - meetings, co-operative monitoring, participating in annual report/self study.

Course Reviews

Review is the process by which an approved course is critically evaluated, with inputs from external and internal peers.

Annual Reviews

Annual Reviews are of an operational nature and normally take place each year when overall student assessment results are available for each academic year.

Periodic Course Reviews

Periodic Course Reviews take place at regular three to five year intervals. During the reviewed process, planned changes to the course or to components of the course are judged, with the aim of confirming that the course continues to meet the requirement of the Institute or external validating body in relation to the standard of its awards.

Institutional Review

The focus of an Institutional Review is on the higher education institution as a whole - it's mission and goals, progress over the previous five years, strategic flows, staffing and other resources and the general operating environment.

Course Operation and Co-Ordination

Inducting of new students, supervising, advising and referring students, where appropriate to pastoral care and student welfare services, setting and marking assessments and examinations, monitoring relevant educational records, engaging with colleagues in annual review of course, review of student feedback and external examiner's reports, staff development. Assisting in co-ordination of information, advising on resource requirements, participating in the collation of assessment/examination marks, presentation of results to examination boards, review of and

advice to students on academic performance. Advising on workshop/laboratory layout and organisation, supervising research students, arranging for external and/or co-operative academic placement

Course Promotion

Presentations to prospective students and Career Guidance Counsellors, liaison with internal groups and external organisations, revising institutional prospectuses.

Examination Boards

Co-operation (internal and external examiners), adjudication of overall student performance, interaction with internal and external examiners, presenting results, advising students on the outcome of the results, interpretation of student results.

Facilitation and Interpretation of Academic Review

At examination boards, annual reviews, periodic reviews and institutional reviews.

Facilitation and Interpretation of Student Review and Feedback

Obtaining the views of students, who with lecturers and management participate together in the process of quality assurance through mechanisms such as student membership in all appropriate committees and sub-groups concerned with quality assurance, staff/student meetings, questionnaires and others. Establishing clarity and mutual collaboration about strategy, aims and objectives of the course among students, lecturers and management, paying due attention to students feedback on the learning experience and appropriately incorporating student needs into courses to improve the learning experience.

DISCIPLINARY PROCEDURE AGREEMENT

**DISCIPLINARY PROCEDURE.
AGREEMENT BETWEEN THEINSTITUTE OF
TECHNOLOGY AND THE TEACHERS UNION OF
IRELAND**

Disciplinary Procedure

1. Section 42 of the Industrial Relations Act 1990 provides inter alia for the preparation of draft codes of practice by the Labour Relations Commission for submission to the Minister for Enterprise, Trade and Employment, and for the making by him/her under section 42 and scheduled to the order shall be a code of practice for the purposes of the said Act.
2. The main purpose of this code of practice is to set out for the guidance of employers, employees and their representatives the minimum general principles, which should apply in the operation of disciplinary procedures. For the purposes of this discipline procedure, the reference in the code of practice to, 'employee representative' shall be understood to include a colleague of the employee's choice and/or an authorised trade union representative but not any other person or body unconnected with the enterprise.
3. Procedures are necessary to ensure both that fair discipline is maintained in the Institution and that disciplinary measures can be applied in a fair and consistent manner. Apart from considerations of equity and natural justice, the maintenance of a good industrial relations atmosphere requires that acceptable procedures be in place and be observed.
4. Such procedures serve a dual purpose in that they provide a framework, which enables management to maintain satisfactory standards, and employees to have access to procedures whereby

alleged failures to comply with these standards may be fairly and sensitively addressed.

5. The essential elements of any procedures for dealing with disciplinary issues are that they be rational and fair, that the basis for disciplinary action is clear, that the range of penalties that can be imposed is well defined and that an appeal mechanism is available.
6. The procedures require that if necessary the allegations or complaints be set out in writing, that the source of the allegations or complaints be given and that the employee concerned be given an opportunity to question witnesses where appropriate.
7. Any warning or other written record relating to this procedure shall be removed from the record of the individual after a specified time and the employee shall be advised accordingly.
8. Procedures should be reviewed and updated periodically so that they are consistent with changed circumstances, developments in employment legislation and case law and good industrial relations practice generally.
9. The right of lecturers to view the contents of their file is acknowledged. On request copies will normally be made available.

INTRODUCTION

The parties agree that allegations of faults or omissions in aspects of duty or conduct relating to employment should normally be dealt with informally. The parties agree that the primary aim of the disciplinary procedure is to help the individual, whose performance or conduct allegedly falls below management's requirements, to achieve the necessary improvement.

The parties also agree that all matters of discipline shall be dealt with in a manner that protects the dignity of the staff member(s). Each staff member will receive as of right all reasonable facilities to explain his/her position. Disciplinary sanction will not be implemented by management pending the outcome of procedures laid down by this agreement, except for offences of suspected or alleged serious misconduct where immediate suspension will normally apply, and an immediate investigation will take place. Serious offences are those such as where in the opinion of the President (DIT)/Director (Institutes of Technology) the person constitutes a potential or actual danger to themselves or to others, causes wilful damage to the property of the Institute or is guilty of a serious criminal offence related to his/her employment.

Any staff member aggrieved by a legitimate work instruction, given by a Head of School / Head of Department should carry out such instruction under protest and refer it for processing through the proper channels i.e. Grievance Procedures. In this context a legitimate work instruction is one which is within the terms of current agreements and is not at variance with existing custom and practice.

The right to representation at all stages of this procedure is recognised in accordance with paragraph 2 above.

The parties agree to the following procedural stages.

DISCIPLINARY PROCEDURE STAGES

Stage 1 Informal Warning

- In the event of there being an allegation of fault or omissions of duty or conduct relating to employment, the allegations will be put to the

employee in the first instance. Any allegations will be made in writing and will be given to the employee who shall have time to consider and make a response to such allegation.

The immediate superior will discuss with the staff member the nature of the allegation and whether there is substance to the allegation, this discussion may cover if appropriate:

- (a) Why behaviour/work appears to be unsatisfactory.
 - (b) Possible methods of correction and an indication of acceptable time scale for such correction.
 - (c) Any support which might be provided by the Institute
 - (d) The seriousness of the issue and possible consequences if there is no improvement or if offence is repeated.
 - (e) The superior will advise that the situation will be monitored and will advise of a review period.
- A note of the discussions will be prepared by the immediate superior and a copy given to the individual concerned.

If the matter complained of has been resolved by the end of the review period the matter will be concluded and no reference to the issue shall be kept on any file of the individual. The note of the discussions prepared by the immediate superior shall be destroyed.

Stage 2 Formal Oral Warning

- In the event of there being a continuation of the fault or omissions of duty or conduct which was the subject of Stage 1, the immediate superior will refer the matter to the appropriate Head of School/Faculty Director by way of a written report indicating the nature of the allegation, the note of the discussion at stage 1 as prepared by the immediate superior at the time and how the employee has responded during the review period. The employee will receive a copy of such written report.

There will be a discussion between the appropriate Head of School/Faculty Director and if necessary the immediate superior in question with the staff member concerned, which may deal with the following;

- (a) Why behaviour/work continues to appear to be unsatisfactory.
- (b) Possible methods of correction and an indication of acceptable time scale for such correction.
- (c) Any support which might be provided by the Institute.
- (d) The seriousness of the issue and possible consequences if there is no improvement or if offence is repeated.
- (e) That the situation will be monitored and there will be a review period.

A record of the discussion will be maintained by the Personnel Office.

A note of the discussions together with a copy of the formal record of the discussion will be prepared by the appropriate Head of School/Faculty Director and a copy given to the individual concerned, within two days of the discussion.

The individual concerned will have the right to place on record any observations he or she may wish in regard to the discussions or to the formal record of the discussions

If the matter complained of has been resolved by the end of the review period the matter will be concluded. A statement to this effect will be forwarded to the staff member and a copy held by the appropriate Head of School/Faculty Director and a copy held by Personnel.

Stage 3 First Written Warning

In the event of there being a continuation of the fault or omissions of duty or conduct which was the subject of Stage 2, the matter will be referred from the appropriate Head of School/Faculty Director to Personnel. This will be by way of a written report indicating the nature of the allegation, the note of the discussion at stage 2 as prepared by the immediate superior at the time and how the employee has responded during the review period. The employee will receive a copy of such written report.

There will be a meeting involving the appropriate Head of School/Faculty Director, Personnel, where appropriate the relevant head of function, and the individual concerned. This meeting will deal with the following:

- (a) Why behaviour/work continues to appear to be unsatisfactory.
- (b) Further possible methods of correction and a further indication of acceptable time scale for such correction.
- (c) Any support which might be provided by the Institute
- (d) The seriousness of the issue and possible consequences if there is no improvement or if offence is repeated.
- (e) That the situation will be monitored and there will be a review period.

A record of the discussion will be maintained by the Institute.

A note of the discussions together with a copy of the formal record of the discussion will be prepared by senior management and a copy given to the individual concerned within two days of the discussion. The individual concerned will have the right to place on record any observations he or she may wish in regard to the discussions or to the formal record of the discussions.

If the matter complained of has been resolved by the end of the review period the matter will be concluded. A statement to this effect will be forwarded to the staff member and a copy held by Personnel Section.

Should the matter not be resolved at this point the employee will receive a written warning from senior management, which will also set out a further review period. A copy of this warning will be maintained on the employee's personnel file.

Stage 4 Final Written Warning

In the event of there being a continuation of the fault or omissions of duty or conduct which was the subject of Stage 3 a further meeting will be held between the relevant members of the Institute's senior management, e.g. the Secretary/Financial Controller, Registrar etc./DIT normally a member of the Central Directorate and the employee. This meeting will review the outcome of Stage 3. Before this meeting the employee will be furnished with a written note indicating the Institute's view of the response of the employee to the issues raised at stage 3. If the matter complained of has been resolved the statement to that effect will be forwarded to the Personnel Office.

If not then:

- (a) The gravity of the situation will be discussed.
- (b) The staff member will be made aware that if there is no acceptable improvement within a final review period, appropriate disciplinary action (e.g. withholding of increments, demotion, suspension) will be taken.
- (c) The employee will receive a final written warning from the Institute's senior management. This written warning will include reference to the review period.

Stage 5 Disciplinary Action

- If the matter is resolved at the end of the review period the Personnel Office will be notified.
- If the conduct and/or performance of the staff member does not improve to a satisfactory level during the period set out in the final written warning the matter will be reviewed by the Director/President before appropriate disciplinary action is taken.
- The staff member will be notified in writing accordingly.
- No disciplinary action shall be taken pending the outcome of any appeal in accordance with the procedures except for alleged serious misconduct as defined.

Stage 6 Dismissal

Dismissal is a very serious step and will not be invoked until the stages of this procedure have been exhausted. The provisions of the relevant legislation cover this step.

Appeal

Any employee who is in disagreement with a sanction imposed as a result of any of the above stages is entitled to appeal such sanction to a third party agreed by the parties for the purpose.

In the event of there being disciplinary action taken against the

individual the appeal shall involve persons outside of the Institute agreed for the purpose by the parties concerned.

Review

This procedure will be subject to review after two years in operation and periodically thereafter as required.

29th August 2002

PROCEDURES FOR THE RESOLUTION
OF GRIEVANCES/DISPUTES/
INDIVIDUAL

PROCEDURES FOR THE RESOLUTION OF GRIEVANCES/DISPUTES.

AGREEMENT BETWEEN THEINSTITUTE OF TECHNOLOGY AND THE TEACHERS UNION OF IRELAND

Grievance Procedure – Individual Grievances

Introduction

It is the policy of the Institution that staff are encouraged to communicate with Management on any issue that causes discomfort/discontent and that there is a rapid Management response to issues raised.

In general, the aim will be to encourage staff and Heads of Function to resolve problems or complaints without recourse to formal disputes or Grievance Procedures.

It is recognised, however, that from time to time issues may arise which need more extended arrangements to ensure a satisfactory and effective solution. In such cases the following Grievance Procedure is envisaged as being helpful involving appropriate levels of Management at each stage.

This Grievance Procedure may be invoked only by parties to this agreement for the resolution of individual disputes/grievances that may arise.

Matters which are not subject to the terms of the Central Negotiation Forum may be resolved to conclusion within the terms of this procedure. Matters appropriate to the Forum may only be dealt with at the Forum.

The aggrieved union member will be accompanied or represented at each stage by the Teachers Union of Ireland who may speak on his/her behalf.

Should an issue be referred through the Grievance Procedure, the status quo ante shall prevail except that any staff member aggrieved by a legitimate work instruction, given by a Head of Function should carry out such instruction under protest and refer it for processing through the proper channels i.e. Grievance Procedures. In this context a legitimate work instruction is one which is within the context of current agreements and which is not at variance with accepted custom and practice.

Members of the TUI will be granted such reasonable time off with substitution provided to facilitate their attendance at meetings of the Grievance Procedure.

This procedure will be subject to review after two years in operation and periodically thereafter as requested.

Grievance Procedure Stages

The stages set out are for use if there is a possibility of the issue in question being resolved at that stage. Should it be clear that this is not possible the stage(s) in question may be omitted with the process moving to the next appropriate stage.

Pre -Stage 1

An individual issue, giving rise to a dispute will normally have been raised with the immediate superior and should the matter not be resolved in this manner, the Grievance Procedure may be formally invoked by the Teachers Union of Ireland.

Stage 1

- In invoking the Grievance Procedure, the Teachers Union of Ireland will set out clearly in writing the nature of the grievance to the immediate superior.
- A meeting will take place as soon as reasonably possible

- The meeting will normally be between the complainant, the representative(s) of the Teachers Union of Ireland and the immediate superior who may be accompanied by an appropriate member(s) of the Institute's Management,
- This meeting will normally be held within five working days of the Grievance Procedure being invoked.
- Management will make available to the TUI its record of the meeting (Stage 1) normally within three days of the meeting.
- If the matter is not resolved at the meeting or fails to be resolved or progressed to the satisfaction of the party invoking the procedure within a reasonable time, the matter will be referred to a Stage 2 meeting.

Stage 2

- A meeting will be held as soon as reasonably possible between the appropriate representative(s) of the Teachers Union of Ireland and appropriate member(s) of the Institute's Management. Such a meeting should normally be held within eight working days of the date of referral to Stage 2. The TUI will reserve the right to include or not to include the complainant within its representation.
- Management will make available to the TUI its record of the meeting (Stage 2) normally within three days of the meeting.
- If the matter is not resolved at the meeting or fails to be resolved or progressed to the satisfaction of the party invoking the procedure within a reasonable time, the matter will be referred to a Stage 3 meeting.

Stage 3

- A meeting will be held as soon as reasonably possible between the appropriate representative(s) of the Teachers Union of Ireland and appropriate Senior Management. Such a meeting should normally be held within eight working days of the date of referral to Stage 3. The TUI will reserve the right to include or not to include the complainant within its representation.

- Management will make available to the TUI its record of the meeting (Stage 3) normally within three days of the meeting.
- If the matter is not resolved at the meeting or fails to be resolved or progressed to the satisfaction of the party invoking the procedure within a reasonable time, the matter will be referred to a Stage 4 meeting.

Stage 4

- This stage will take place with the Chief Officer of the Institution or his/her nominee, acting with his/her authority, who has not been previously involved in the process. Such a meeting should normally be held within eight working days of the date of referral to Stage 4.
- Management will make available to the TUI its record of the meeting (Stage 4) normally within three days of the meeting.
- If the matter is not resolved at the meeting(s) or fails to be resolved within a reasonable time, the matter will be referred to Stage 5.

Stage 5

- **If the matter remains unresolved to the satisfaction of the party invoking the procedure it will have the option of referring the matter to an agreed mediator as soon as practicable. The mediator will seek to bring about agreement between the parties who will make a final recommendation on the matter.**

29th August 2002

PROCEDURES FOR THE
RESOLUTION OF
GRIEVANCES/DISPUTES/
COLLECTIVE

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PROCEDURES FOR THE RESOLUTION OF GRIEVANCES/DISPUTES.

AGREEMENT BETWEEN THE..... INSTITUTE OF TECHNOLOGY AND THE TEACHERS UNION OF IRELAND

Grievance Procedure Collective

Introduction

It is the policy of the Institution that there be communication between TUI and Management on all issues of concern to TUI and that there is a rapid Management response to issues raised by TUI. It is recognised by Management that there must be consultation with TUI on matters relating to the conditions of service of members of Academic staff.

In general, the aim will be to encourage staff and Heads of Function/Personnel to resolve problems or complaints without recourse to formal disputes or Grievance Procedures.

It is recognised, however, that from time to time issues may arise which need more extended arrangements to ensure a satisfactory and effective solution. In such cases the following Grievance Procedure is envisaged as being helpful involving appropriate levels of Management at each stage.

This Grievance Procedure may be invoked only by parties to this agreement and will be for the purpose of discussing and resolving all matters which are not subject to the terms of the Central Negotiation Forum. Matters appropriate to the Forum may only be dealt with at the Forum. Individual disputes may be dealt with through the individual grievance procedures.

Should an issue be referred through this Grievance Procedure, the status quo ante shall prevail.

Members of the TUI will be granted such reasonable time off with substitution provided to facilitate their attendance at meetings of the Grievance Procedure.

This procedure will be subject to review after two years in operation and periodically thereafter as requested.

Grievance Procedure Stages

The stages set out are for use if there is a possibility of the issue in question being resolved at that stage. Should it be clear that this is not possible the stage(s) in question may be omitted with the process moving to the next appropriate stage.

Pre -Stage 1

An issue, giving rise to a dispute will normally be raised with the immediate superior or with the Personnel Office as appropriate and an attempt should be made to resolve the matter in this manner.

The Grievance Procedure may be formally invoked by the Teachers Union of Ireland where such informal process fails to resolve the issue.

Stage 1

- In invoking the Grievance Procedure, the Teachers Union of Ireland will indicate to the immediate superior/personnel, clearly in writing the nature of the grievance.
- A meeting will take place as soon as reasonably possible between representative(s) of the Teachers Union of Ireland and appropriate member(s) of the Institute's Management.

This meeting will normally be held within two working days of the Grievance Procedure being invoked.

- A Management record of the meeting (Stage 1) will be made available to the parties concerned within three days of the meeting.
- If the matter is not resolved at the meeting or fails to be resolved or progressed to the satisfaction of the party invoking the procedure within a reasonable time, the matter will be referred to a Stage 2 meeting.

Stage 2

- A meeting will be held as soon as reasonably possible between the appropriate representative(s) of the Teachers Union of Ireland and appropriate member(s) of the Institute's Management. Such a meeting should normally be held within five working days of the date of referral to Stage 2. TUI will normally be represented by members of the Branch Committee.
- A Management record of the meeting (Stage 2) will be made available to the parties concerned within three days of the meeting.
- If the matter is not resolved at the meeting or fails to be resolved or progressed to the satisfaction of the party invoking the procedure within a reasonable time, the matter will be referred to a Stage 3 meeting.

Stage 3

- A meeting will be held as soon as reasonably possible between the appropriate representative(s) of the Teachers Union of Ireland and appropriate Senior Management. Such a meeting should normally be held within five working days of the date of referral to Stage 3. TUI representation will normally include a representative of the Executive Committee.
- A Management record of the meeting (Stage 3) will be made available to the parties concerned within three days of the meeting.

- If the matter is not resolved at the meeting or fails to be resolved or progressed to the satisfaction of the party invoking the procedure within a reasonable time, the matter will be referred to a Stage 4 meeting.

Stage 4

- This stage will take place with the Chief Officer of the Institution or his/her nominee, acting with his/her authority, who has not been previously involved in the process. Such a meeting should normally be held within five working days of the date of referral to Stage 4.
- A Management record of the meeting (Stage 4) will be made available to the parties concerned within three days of the meeting.
- If the matter is not resolved at the meeting(s) or fails to be resolved within a reasonable time, the matter will be referred to Stage 5.

Stage 5

This stage will involve a meeting with representatives of the Institute concerned. The representative group shall include up to two members of the Governing Body nominated by the Chairperson. This meeting shall take place within two weeks of the referral of the matter to it.

Stage 6

In the event of disagreement at Stage 5 the matter shall be referred to a third party to be agreed.

29th August 2002

INDUSTRIAL RELATIONS
FRAMEWORK FOR ACADEMIC STAFF
IN INSTITUTES OF TECHNOLOGY

INDUSTRIAL RELATIONS FRAMEWORK FOR ACADEMIC STAFF IN INSTITUTES OF TECHNOLOGY

1. Purpose

The purpose of the framework is to provide means acceptable to the parties concerned for dealing with claims and proposals relating to salaries and other emoluments and the conditions of service of academic staff and other education grades as specified in paragraph 3 below in the Institutes of Technology. The framework shall consist of a Negotiating Forum, facilitation under the auspices of the Labour Relations Commission and referral to the Labour Court where agreement has not been reached. Matters appropriate to the Forum will be dealt with exclusively through the Forum.

2. Parties to the Forum:

The parties to the forum will be;

- (i) Minister for Education and Science
- (ii) Minister for Finance
- (iii) Managerial authorities of the Institutes of Technology
- (iv) The Teachers' Union of Ireland.

The parties at (i) to (iii) above shall be known as the Official Side and the Teachers' Union of Ireland shall be known as the Staff Side. Procedures to be implemented by the representatives of the Department of Education and Science, Department of Finance and the Managerial Authorities in formulating, presenting, commenting on, negotiating and agreeing a response at the forum will be agreed by the parties concerned.

3. Scope

The forum will comprehend the following

- (a) academic grades in the Institutes of Technology whose posts are approved and whose pay and emoluments are approved and funded by the Department of Education and Science
- (b) other education grades as agreed from time to time by the parties to the scheme

4. Participation

Only the parties listed in paragraph 2 above will be eligible to take part in the operation of the Forum. In this context the management authorities in Institutes of Technology recognise the sole negotiation rights of the Teachers' Union of Ireland.

5. Forum Representation:

The parties to the forum will determine their own representation.

6. Chairperson/Deputy Chairperson:

The Chairperson/Deputy Chairperson of the forum shall be an appropriate member of the staff of the Labour Relations Commission and shall be nominated by the Ministers having consulted with the parties to the forum.

7. Secretarial Services:

The Department of Education & Science shall provide a Secretary to the forum.

8. Procedure:

Meetings will be held as follows:

1. One meeting per academic term.

2. The Chairperson shall, at the request of one of the parties, call further meetings to discuss a matter / matters which s/he feels is/are urgent and relevant to the work of the forum.

9. Sub-Committees:

The national forum may establish sub-committees to consider and report to it on any subject which is appropriate for discussion by the forum. Such sub-committees will be chaired by the Chairperson or by an official of the Department of Education and Science agreed by the parties and their membership will reflect the membership of the forum.

The parties will select their own nominees to such sub-committees.

10. Subjects for Discussion

The subjects appropriate for discussion at the Forum will be:-

- (a) *principles governing and claims relating to salaries, allowances, expenses and other emoluments of serving members of grades specified at paragraph 3 above;*
- (b) principles governing and claims relating to the express terms and conditions of employment of serving members of grades specified at paragraph 3 above;
- (c) principles governing and claims related to the recruitment, promotion and grading of members of grades specified at paragraph 3 above and the proportion of part-time and temporary lecturing staff in service;
- (d) principles governing and claims relating to superannuation;
- (e) any subject, which all parties agree, is appropriate for discussion at the Forum

Where any doubt has arisen as to the interpretation of a recommendation or an agreement of the Forum the matter may be re-submitted to the Forum for clarification. A sub-committee of the Forum may be established to deal with such matters.

11. Individual cases

Claims by or on behalf of individuals are excluded from the scope of the forum. An individual serving in a grade covered by the forum will continue to have the right to submit in writing through the normal channels any statement s/he may wish to make to his or her employer on any matter affecting his/her official position or, if appropriate to have the matter pursued through appropriate grievance or disciplinary procedures.

12. National Forum Procedures:

The national forum will endeavour to resolve the issues before it and conclude an agreement. However, at the request of one of the parties, disagreement may be recorded.

13. Labour Relations Commission

Issues on which disagreement has been recorded may be referred for facilitation to the Labour Relations Commission at the request of any party.

14. Labour Court

If issues which have been referred to the Labour Relations Commission cannot be resolved at that forum the Industrial Relations Officer may be requested by either party to submit the issue to the Labour Court for its consideration and recommendation.

15. Confidentiality:

The proceedings of the forum and its sub-committees will be confidential and no statements concerning them will be issued except with the permission of the forum.

16. Prohibition on Industrial Action:

The Trade Union shall not sponsor, support or resort to strike, industrial action, including work to rule or other restrictive practices as a means of furthering claims in relation to matters which are appropriate for processing through this industrial relations framework where all provisions of the framework have not been exhausted.

17. Resolution

All parties are committed to the effective functioning of the framework, to promoting industrial harmony and to using the framework to resolve issues in co-operative and peaceful manner.

18. Review

This framework may be reviewed by the parties after two years in operation

29th August 2002

Procedures

1. One meeting shall be held per academic term. The Chairperson may, at the request of one of the parties, call further meetings to discuss a matter/matters which s/he feels is/are urgent and relevant to the work of the forum.
2. It will be open to any party to request the placing of any matter which they believe to be within the province of the Forum on the agenda for the next meeting of the Forum. This should be done at least two weeks before the meeting. The question whether items put forward are appropriate for discussion by the Forum will be a matter for the Chairperson to decide, but before any such item is excluded, the Forum will be given an opportunity of expressing its views as to whether it should be included or excluded.
3. An agenda will be circulated one week in advance of each meeting.
4. Where discussions have been completed agreed reports will be prepared which may record agreement or disagreement on issues raised. Such reports will be available to the Facilitator.
5. These procedures may be altered by agreement of all the parties.

