

**Report to the Minister for Education and Skills  
of the Chairperson of the Expert Group  
on Fixed-Term and Part-Time Employment  
in Lecturing in Third Level Education  
in Ireland**

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## CHAPTER 1

### 1. Introduction

- 1.1 The level of fixed-term and part-time employment in third level education, and the implications thereof, has long been an issue of concern. The matter was part of the discussion surrounding the Programme of Competitiveness and Work in 1998 and has been the subject of numerous Departmental circulars and consultations since then. More recently, the Haddington Road Agreement (the Public Service Stability Agreement 2013-2016) provided at Appendix V for collective agreements in educational sectors. Specific provision was made for fixed-term and part-time employment in lecturing as follows:

*“Fixed-term/Part-time Employment in Lecturing*

*An expert group will be established to consider and report on the level of fixed-term and part-time employment in lecturing, having regard to the importance for lecturers of employment stability and security and taking account of system and Institutional needs.*

*This group will as a first task report on reducing the qualification period for the granting of a CID from four years to three to take effect for the 2014/15 academic year. Arrangements will be made in relation to those entering their fourth year in September 2013 with a view to the early application to them of this provision.”*

- 1.2 I have been asked to take on the task of consulting with the relevant stakeholders and interested parties, to consider the issues and to report to the Minister in accordance with the terms of reference established by the Haddington Road agreement.

## CHAPTER 2

### 2. Terms of Reference and Methodology

2.1 The Haddington Road Agreement does not define the term “lecturing”. It does, however, provide for an additional exercise in relation to hourly paid assistant/associate lecturers which is separate to my task. I do not propose an exhaustive definition of lecturing because it is clear to me that it is capable of quite different interpretations. There was a consensus that researchers did not fall within my terms of reference. It was, however, suggested in the course of submission that this is the group which suffers most from insecure employment. I am satisfied also that tutors, who engage solely in tutoring, do not fall within my terms of reference.

2.2 A Fixed-Term employee is defined in the Protection of Employees (Fixed-Term Work) Act 2003 to mean:

*“A person having a contract of employment entered into directly with an employer where the end of the contract of employment concerned is determined by an objective condition such as arriving at a specific date, completing a specific task or the occurrence of a specific event, but does not include:*

*(a) Employees in initial vocational training relationships or apprenticeship schemes; or*

*(b) Employees with a contract of employment which has been concluded within the framework of a specific public or publically supported training, integration or vocational re-training programme.”*

2.3 A Part-Time employee is defined in the Protection of Employees (Part-Time Work) Act 2001 to mean:

*“An employee whose normal hours of work are less than the normal hours of work of an employee who is a comparable employee in relation to him or her.”*

- 2.4 It is obviously a central part of my task to identify the level of fixed-term and part-time employment in lecturing before considering the implications thereof. The gathering of relevant statistical data proved a difficult and time consuming task. The Department of Education coordinated the compilation of the relevant data from the Universities and Institutes of Technology. I was provided with the relevant data in respect of the Institutes of Technology on the 21<sup>st</sup> January 2016 and in respect of the Universities on the 27<sup>th</sup> January 2016.
- 2.5 Attached at Appendix 1 hereto are three tables in respect of what are described as core and non-core lecturing staff numbers in the Institutes of Technology, each with explanatory notes. Attached at Appendix 2 hereto is a table in respect of lecturing staff in the Universities, again with explanatory notes. It should be noted that with the exception of NUI Galway, the Universities have not provided figures in respect of hourly paid contracts. The figures supplied by Galway indicate that this is a significant phenomenon in the university sector. The statistics for Institutes of Technology include staff on hourly paid contracts, except for Dublin Institute of Technology whose data exclude hourly paid assistant lecturers who are subject to the separate exercise referred to in paragraph 2.1 above.
- 2.6 Preliminary research indicated that it was not feasible to secure reliable international data that is truly comparative with the Irish experience. One is not therefore in a position to reach a conclusion as to whether the level of fixed term and/or part-time lecturing in Ireland is significantly different to the international experience.
- 2.7 The stakeholders with whom I consulted for the preparation of this report included:
- (i) The Department of Education and Skills;
  - (ii) Institutes of Technology Ireland;
  - (iii) Dublin Institute of Technology;
  - (iv) Irish Universities Association ;
  - (v) Teachers Union of Ireland;
  - (vi) Irish Federation of University Teachers;
  - (vii) SIPTU.

- 2.8 I commenced the process by holding two plenary sessions at which the parties put contributions in relation to the nature and form of the exercise upon which I was engaged. It was clear that the parties would not agree on the core issues and it was therefore agreed that I should hear the parties' submissions and, having done so, express my own views as to the appropriate recommendations. Thereafter I received written submissions from each of the participants in relation to the substance of the matters under consideration which I discussed with them in individual consultations. Arising from those consultations I received supplemental written submissions. The original and supplemental submissions of the parties were exchanged with other interested parties and this in turn, in some cases, generated further written responses. I would like to take this opportunity to thank all of the participants for their support and assistance throughout the process.
- 2.9 It is necessary at this stage to say something of what was referred to throughout the process as "The Ward Report". In September 2014, Peter Ward, senior counsel reported to the Minister for Education and Skills on fixed-term and part-time employment in primary and second level education in Ireland. He identified a number of issues referable to the second level sector and made a number of recommendations. Throughout the process upon which I was engaged in relation to the third level sector, the participants made reference to the Ward report arguing variously that particular recommendations ought to be, or ought not to be, adopted in my report. I am satisfied that the features of third level education in Ireland are sufficiently distinct from those pertaining in the second level sector that it would be inappropriate to presume that any recommendation appearing in the Ward Report would necessarily translate appropriately to the third level sector. The issues must therefore be considered *de novo* without any assumption in favour of adoption or rejection of the Ward Report recommendations. There is further reference below, in paragraph 6.5, to the Ward Report recommendations.

## **CHAPTER 3**

### **3. Regulatory Background**

- 3.1 The Protection of Employees (Fixed-Term Work) Act 2003 implemented the EU Directive on Fixed-Term Work (Directive 99/70/EC) in Ireland. It provides for the application of the principle of non-discrimination to fixed-term workers. It also provides a framework to prevent abuse arising from the use of successive fixed-term contracts. It provides, in essence, that where the aggregate duration of an employee's continuous fixed-term contracts exceeds four years, that employee should be deemed to be employed under a Contract of Indefinite Duration (hereinafter referred to as "CID") and not a fixed term contract unless there are objective grounds justifying continuing employment on such a fixed term contract.
- 3.2 Transitional arrangements for the implementation of the Protection of Employees (Fixed-Term Work) Act 2003 have been in operation in the Institutes of Technology for a number of years. A series of Departmental circulars gives effect to the arrangement for the Institutes of Technology and contains the detail of how the protections of the 2003 Act shall operate in that sector. Mirroring the Act, the basis of qualification for a CID was that the lecturer concerned was employed on continuous fixed term contracts for a period of in excess of four years. The objective grounds justifying continued employment on a fixed-term contract are set out in relevant circulars. The current circular in respect of Institutes of Technology lecturing staff is Circular 93/2007, a copy of which is attached hereto at Appendix 3.
- 3.3 There is no singular arrangement across the Universities to ensure compliance with the legislation and each University has put in place its own procedures. Unlike the Institutes of Technology there is no overall national human resource or industrial relations management structure for the University sector. This means that the Department of Education and Skills does not have a direct role in relation to the Universities. Accordingly, while the Universities took individual measures in relation to compliance with the legislation, there were no overall national agreements.

- 3.4 Following ratification of the Haddington Road agreement, the qualification period for the purposes of qualification for a CID was reduced from four years to three years in the case of lecturers. Notices issued at the direction of the Department of Education and Skills by the Higher Education Authority in 2013 (the last of those in October 2013) gave effect in the Universities and the Institutes of Technology to the terms of the Haddington Road agreement whereby the basis of eligibility for a CID is reduced to a period of in excess of three years continuous service. The relevant notices are attached hereto as Appendix 4.

## CHAPTER 4

### 4. The Qualification Period for a Contract of indefinite duration

- 4.1 The single most significant debate before me was as to whether the qualification period for the purposes of a contract of indefinite duration should be reduced further from a period of continuous employment in excess of three years to a period of continuous employment in excess of two years. The Ward Report had made such a recommendation in respect of the second-level education sector. However, the Ward Report was able to record:

*“It is broadly accepted that there is an excessive reliance in the Irish educational system on fixed-term and part-time employment contracts for teachers – most particularly at second level.”*

There was no such consensus before me in relation to the position of lecturers at third level.

- 4.2 While there were some differences, mostly of emphasis, between the Institutes of Technology and the Universities sector, the real debate was as between management (Institutes of Technology Ireland, Dublin Institute of Technology and Irish Universities Association) on the one hand and the lecturer representatives (Teachers Union of Ireland, Irish Federation of University Teachers and SIPTU) on the other hand. Among the arguments advanced by the management in favour of retaining the three-year qualification period for CID were the following:

- (i) There is no significant evidence within either the University sector or the Institutes of Technology sector to suggest that there is an over-reliance on atypical employment.
- (ii) There is no evidence within either the University sector or the Institutes of Technology sector to suggest that either is experiencing difficulty in recruiting capable candidates for academic posts by reason of the alleged unattractiveness of the terms being offered.



- (iii) At third level, but particularly in the Institutes of Technology with their Technology and industry focused courses, there is a unique requirement to recruit lecturers who have up-to-date current knowledge of the working environment so as to provide the best possible student experience and meet the needs of industry and related sectors.
- (iv) Unlike second level, where subjects and courses change rarely and then only over time, demand and content at third level, but particularly in the Institutes of Technology, fluctuate to a much greater extent. Additionally, as a result of the resources and timescale needed to effect change at second level, courses have a minimum life span of many years. At third level, however, the range of subjects/courses is greater by several orders of magnitude and the need to change and adapt to meet industry and employment needs means that subjects or courses can change over much shorter periods of time, in some cases in a matter of a few months. The Institutes of Technology in particular point to the intense pressure put upon them at the height of the economic boom to produce more apprentices. Extra lecturers were hired, first on a fixed-term basis but ultimately on a permanent basis. Many such staff are still in the system with little or no work available for them as a result of the sustained collapse in demand for apprenticeships, particularly in construction and related areas where the reduction has been unprecedented. In this context my attention was drawn to particular staffing issues in Dundalk Institute of Technology in 2014/2015.
- (v) Public sector redeployment arrangements which may work satisfactorily at second level do not transfer in any practicable way to the third level sector. This is so not least because the Institutes of Technology are separated from each other by significant distances, as are the Universities. Furthermore, there is not the consistency of curriculum from one Institution to another as there would be from one school to another.

- (vi) At third level there is competition for students which is not so apparent at second level. The Institutes of Technology compete for students with the Universities but also with further education colleges and private sector providers. My attention was drawn in particular to the competition for funding from the HEA for the Springboard initiative awarded annually. This competition provides an onus on the Institutes and the Universities to remain competitive, both in terms of cost of delivery and flexibility of delivery, an integral part of which is the use of fixed-term and part-time contracts.
- (vii) Universities in particular are becoming increasingly more reliant on philanthropy as a source of funding. Much of the support received from philanthropic giving is used to fund academic positions and as this funding is either specific in a sense of being donated for a particular purpose, time bound and/or conditional, the positions funded are necessarily fixed term.

4.3 Among the arguments advanced by the representatives of the lecturers for shortening the period of qualification for a CID were the following:

- (i) The examples of whole-time and part-time lecturers in non-permanent pro rata fixed-term positions who aspire to permanency are many. Precarious employment undermines the stability, continuity and collegiality that is central to the effective functioning of third level colleges. From the lecturer's perspective it is undermining of professional morale and is a significant disincentive to remain in the profession or indeed to enter the profession. If the overriding concern of all stakeholders in education is the maintenance of a high quality higher education system then the incidents of fixed-term contracts is undermining of that objective.
- (ii) The arguments advanced by management on the need for flexibility and therefore, it is said, a certain level of fixed-term contracts, are overstated. The flexibility, adaptability and ongoing scholarship of permanent academic staff is underestimated. Well educated lecturers incorporate new technological and other developments into their courses and teaching strategies on a continual

basis. The suggestion that new technologies and new professional practices are addressed educationally by new “off the shelf” courses to be delivered by newly qualified lecturers does not reflect the reality in the Institutes of Technology or the Universities.

- (iii) The attempt to justify the need for “flexibility” by reference to the collapse of apprenticeship numbers in the most recent economic crisis is misplaced. Firstly, the example is abnormal and no comparably abrupt and far-reaching change in enrolment numbers has ever occurred in any other subject area. Furthermore, most of the academic staff numbers lecturing in the construction trades were in large numbers successfully reassigned other suitable academic roles by reason of their own adaptability. Their primary and masters degrees often encompass multiple disciplines. I was given specific examples of lecturers in carpentry and joinery transferring to B.Sc. Programming Craft Technology (Wood), those who had previously lectured in plumbing courses developing a B.Sc. in Craft Technology (Mechanical Services) and now specialising in renewable energy, and others transferring smoothly to relevant departments delivering courses in mathematics, accounting, mechanical engineering, process engineering, computing, construction and communications.
- (iv) The absence of security of employment for lecturers creates an imbalance between those on fixed-term contracts and their permanent colleagues such that those on fixed-term contracts can be pressurised into taking on additional unpaid burdens, thereby exacerbating their precarious position.
- (v) The absence of a viable career path and financial security for a significant number of lecturers also serves to compromise academic freedom.
- (vi) An employment model which involves churning short-term employed academic staff makes no provision for the gradual accumulation of necessary teaching experience and embeds within the system a needlessly high level of inexperience. This in turn is likely to lead to diminution in the quality of teaching which is a phenomenon that cannot be identified by statistical data.

- (vii) A two-year qualification period for CID is appropriate because it is more than adequate in terms of being a trial period before someone is made permanent and it is short enough to enable the candidates see a viable career path.

4.4 Having considered all of the arguments on both sides I am satisfied that each of the arguments advanced has a certain validity. The real issue, therefore, for me is not the acceptance or rejection of a particular argument, but rather what weight is to be attached to the argument and, in particular, whether the weight attached is sufficient to tilt the debate one way or the other. Thus, for example, I recognise that the concept of flexibility so relied upon by the management side is indeed a desirable and perhaps even necessary concept, but the real question is whether a reduction in the qualification period from three years to two years would so erode that concept of flexibility as to weigh in favour of a retention of the existing qualification period. Viewed another way, would a reduction from three years to two years make all that much of a difference to the precarious nature of the employment being offered about which the lecturer representatives so complain?

4.5 Viewed in the way described above and endeavouring to attach the appropriate weight to the arguments advanced I have come to the conclusion that it is appropriate to recommend a further reduction in the qualification period to two years continuous service. On balance, I am satisfied that the reduction proposed would contribute to an amelioration in the difficulties described by the lecturers' representatives, whereas I am not convinced that the reduction proposed would interfere in any significant way with the ability of management to continue to provide the necessary range of subjects and courses staffed by lecturers with the requisite skill and experience. I have reached this conclusion based on an assessment of the evidence and arguments presented to me, but I am fortified in my view to some extent by information provided to me, at my request, by the Department of Education. I asked for information in relation to the implementation of the reduction in the qualification period for a second-level teacher. With effect from September 2015 the qualification period for a CID was reduced from three years to two in schools. I was advised by the Department that in advance of the change coming into effect, there were concerns on the part of management and indeed the Department that problems could arise in terms of surplus staff numbers and consequential difficulties with re-deployment and pay

budgets. In the event, the experience has been that the reductions came into effect without such staff surplus and budget issues arising. Based on this experience the Department has expressed the view that while there may be some possibility of staff surplus situations arising in some instances, in the event that the qualified period for a CID is reduced from three years to two in Institutes of Technology and Universities, its belief is that these would not be significant issues and would be capable of being managed within the existing human resources and budget management framework.

- 4.6 In the event that a decision is taken to implement my recommendation that the period for qualification for a CID be reduced from three years to two, then consideration might also be given to the idea of conducting a review of the implications of that decision after a realistic period of time has elapsed to allow for the proper integration of that decision. In my opinion, a review in say five years of the implications of a decision to implement my recommendation would be worthwhile. In any such review particular attention ought to be paid to the accuracy of the Department's prediction that a reduction in a qualification period can be managed within the existing budget management framework.

## **CHAPTER 5**

### **5. Part-Time Employment in Lecturing**

- 5.1 Part-time employment in lecturing takes many forms. Some are employed on part-time permanent basis by virtue of having CIDs. Of these, some have variable hour or even zero hour CID contracts. Others are part-time on pro rata, fixed-term contracts generally of one year's duration with the 31<sup>st</sup> August specified as the usual expiry date. Others are employed on a casual part-time hourly paid basis while some are employed on variable hourly paid contracts.
- 5.2 In the University sector in particular part time work occurs usually in two contexts. The first being where an existing full-time academic requests to reduce hours to part-time and the second being where a need exists to supplement the teaching capacity of an academic unit with adjunct teaching staff. Adjunct teaching staff comprise persons for whom the University is not their primary employer and their engagement in the University is subsidiary to their main employment. They are not appointed on the basis of a competition, the appointee would ordinarily be a person of special competence or expertise not readily available for members of the regular staff. The use of such adjunct staff in Universities is common worldwide and provides essential flexibility and capacity in meeting the operational needs of the University in a cost-effective manner.
- 5.3 I did not understand there to be any great controversy in relation to the use by the Universities of what they described as adjunct academic staff. There was, however, considerable controversy in relation to other part-time staff in the Universities and, in particular, part-time staff in the Institutes of Technology.
- 5.4 In broad terms, the arguments between the parties were very similar to those advanced in respect of the issue of permanency. Management emphasised the need for flexibility and the union representatives emphasised the precarious nature of part-time work and the implications therefore for both the lecturer and the Institution. Although

the arguments for and against part-time work were broadly the same as those applying in the debate on permanency, there was not the same focus around a particular proposal such as the focus that existed in relation to the proposal to reduce the qualification period for a CID from three years to two years. This is not to suggest that the problems associated with part-time work are any less than those associated with a lack of permanency and indeed the lecturer representatives emphasised to me that any amelioration on the issue of permanency could be undermined by the widespread use of part-time contracts even for permanent employees.

5.5 There is no doubt that the use of part-time contracts is a necessary and desirable feature of third level education in Ireland. That said, there is no doubt also but that for many lecturing staff part-time contracts leave them in a very precarious position financially and reduces the attractiveness of lecturing as a career. As far as practicable, therefore, it seems to me to be desirable that where additional lecturing hours become available in a particular course/discipline, those hours should be offered first to existing part-time lecturing staff who are qualified to teach the course in which the hours become available. Thus, instead of creating an additional part-time post, the hours would be allocated to existing part-time staff with a view to bringing them as close to full-time as possible. I recognise that this will not always be possible but if applied when it is practicable it is a practice which should serve to reduce the extent of part-time employment with little or no disruption to the Institution. It is important, however, that some formal steps be taken to implement such a practice. I therefore recommend that in advance of advertising available hours in a particular course/discipline an Institution should carry out a review to ascertain whether there are existing qualified lecturers on CIDs or pro rata fixed term contracts for less than full hours who have the necessary qualifications to teach the course and who could benefit by the augmentation of their existing contracts. If so, the extra available hours ought to be offered first to such lecturers before being advertised generally.

5.6 Furthermore, where additional hours are awarded to an existing CID holder there does not appear to be any good reason why he or she should have to wait a further two years before the addition of those hours to his or her CID. I therefore recommend that the qualification period for a further CID in respect of these additional hours be reduced to one year.

## CHAPTER 6

### 6. Other Matters

- 6.1 It is clear that the Ward Report recommendations must be read as a package of recommendations rather than taken individually and in that context it is apparent that redeployment was a significant enabler of those recommendations. I accept, however, the argument advanced by management to the effect that redeployment is much more difficult in third level education than it is in second level education. This is so because there is no standard curriculum at third level, the number of educational institutions is far fewer than at second level and they do not have the same proximity to one another. That said, some form of working redeployment scheme is desirable both from the point of view of the lecturers and the institutions. From the lecturer's perspective it is a mechanism that can be used to facilitate the changing circumstances of individuals. From the Institutions perspective it enables them to redeploy surplus staff to other higher education institutions, other education sector employers or perhaps even the wider public service. At present, there is no redeployment scheme at third level which facilitates the type of widespread redeployment described above. It is beyond the remit of this report to devise such a scheme but I do recommend that there should be discussions between management and lecturing representations with a view to the devising and implementing a feasible redeployment scheme.
- 6.2 Efficient dispute resolution is an important element of the interaction between management and the representatives of lecturers. At the moment disputes in relation to part-time and fixed-term employment are dealt with under the terms of the Protection of Employment (Part-time Work) Act 2001 and the Protection of Employment (Fixed-Term Work) Act 2003. Disputes, in the first instance, go to an adjudication officer and thereafter are determined by the Labour Court. There are currently forty adjudication officers and four divisions of the Labour Court. Inevitably, there is an element of inconsistency in approach and therefore uncertainty in outcome. The lecturer's representatives contend that there is inevitably an element of inconsistency in approach and therefore uncertainty in outcome and that the current system is also time-consuming with frequent delays.



- 6.3 A fast track system of adjudication was devised for first and second level education with one individual being responsible for dispute resolution and then subsequently extended to the Institutes of Technology but not to the Universities. If some or all of the recommendations which I make in this report are implemented it will give rise to an inevitable settling in period with the consequent possibility of disputes arising. In such circumstances it is particularly important that there be an efficient system of dispute resolution and I accordingly recommend that the fast track adjudication system be extended to the Universities similar to that pertaining at second level and in Institutes of Technology with one person identified to hear and determine such disputes.
- 6.4 One contributor, albeit relatively small, to the phenomenon of fixed-term work is a provision in the Employment Contract Framework (“ECF”) which permits posts funded otherwise than through the exchequer to be filled only on a fixed-term basis. The provision is presumably designed to ensure that where funding is of a short-term nature it should not give rise to employment rights of a long-term nature. However, there does not appear to be any good reason for such a provision in circumstances where the available funding is of a continuous nature. I therefore recommend that the provision from the relevant ECF be deleted and that the institutions be given a discretion as to whether to offer fixed-term or permanent contracts in respect of non-exchequer funded work.
- 6.5 Finally, for the sake of completeness, I should say how my recommendations compare with those made in the Ward Report. Two recommendations which I have made, being the reduction in the qualification period for the granting of a contract of indefinite duration from three years to two years and the recommendation that the qualification for a further CID in respect of additional hours be reduced from two years to one year mirror recommendations 1 and 7 made in the Ward Report. I do not regard it as necessary to mirror recommendations 2 and 3 of the Ward Report as I view implementation of the recommendation in relation to the reduction in the qualification period for a CID as being a matter for the Department of Education in conjunction with the Universities and the Institutes of Technology. A number of

recommendations in the Ward Report do not appear to me to be appropriate or applicable for the third level sector. I take this view in respect of recommendations 4 (the automatic re-advertising of posts after the first year of fixed-term employment), 8 (the matching of teacher qualification with subject requirements of pupils), 11 (the devising of a scheme to enable teachers to split their employment between two schools) and 12 (the ongoing review of the Main Panel and the Supplementary Panel). Recommendations 5 and 9 of the Ward Report in relation to re-deployment are not appropriate for the third level sector for the reasons I have described earlier. Until such time as there is a developed scheme for redeployment in the third level sector I do not think it appropriate to mirror recommendation 6 (the abolition of the disqualification from entitlement of a CID on the basis of career break or secondment) of the Ward Report. Similar considerations apply in relation to recommendation 10 of the Ward Report (the terms and conditions of career breaks and secondment). These are all matters which might be discussed further in the context of the recommended discussions between management and the lecturers' representatives in relation to redeployment.

## **CHAPTER 7**

### **7. Summary Recommendations**

#### **7.1 I make the following recommendation:**

- (i) I recommend that the qualification period for the granting of a contract of indefinite duration be reduced from a period of continuous employment in excess of three years to a period of continuous employment in excess of two years.
- (ii) I recommend that in the event of implementation of the recommendation that the period for qualification for a CID be reduced from three years to two there should be a review of the implications of that decision after a sufficient period to allow for proper integration of the decision. It seems to me that a sufficient period is something in the order of five years.
- (iii) I recommend that in advance of advertising available hours in a particular course, the relevant University or Institute of Technology should carry out a review to ascertain whether there are existing qualified lecturers on CIDs or pro rata fixed-term contracts for less than full hours who have the necessary qualifications to teach the course and who could benefit by the augmentation of their existing contract. If so, the extra available hours ought to be offered first to such lecturers before being advertised generally.
- (iv) I recommend that where additional hours are awarded to an existing CID holder the qualification period for a further CID in respect of those additional hours be reduced to one year.
- (v) I recommend that there be discussions between management and lecturing representatives with a view to devising and implementing a feasible redeployment scheme for third level which, so far as possible, provides for redeployment to other third level educational institutes, other education sector employers or the wider public service.

- (vi) I recommend that the existing system of dispute resolution which pertains for the second-level sector and for the Institutes of Technology, whereby one individual is responsible for dispute resolution, be extended to the Universities.
- (vii) I recommend that the provision in the Employment Contract Framework (ECF) which permits posts funded otherwise than through the exchequer to be filled only on a fixed-term basis be deleted, leaving it to the discretion of the University or Institute of Technology as to whether the relevant contract should be awarded on a fixed-term or permanent basis.

## **Appendix 1**

**Table 1: IoT Core lecturing staff numbers**

<b>Institute</b>	<b>Headcount</b>	<b>Part-time permanent</b>	<b>Part-time fixed-term</b>	<b>Full-time fixed-term</b>	<b>Full-time permanent</b>	<b>NOT full-time and permanent</b>
Athlone	287	12	22	13	240	47
Blanchardstown	128	3	3	12	110	18
Carlow	241	11	18	39	173	68
Cork	874	87	295	12	480	394
D.I.T.	901	104	8	39	750	151
Dundalk	284	7	13	8	256	28
Galway Mayo	407	19	55	14	319	88
IADT	257	32	134	4	87	170
Letterkenny	196	21	7	20	148	48
Limerick (incl. Tipp)	386	21	49	26	290	96
Sligo	282	9	12	21	240	42
Tallaght	192	9	7	6	170	22
Tralee	221	9	14	2	196	25
Waterford	502	50	8	37	407	95
<b>Total</b>	<b>5158</b>	<b>394</b>	<b>645</b>	<b>253</b>	<b>3866</b>	<b>1292</b>

**Notes:**

All numbers are headcounts. The reference date is the end of Q3 2015, and the statistics refer to core IoT lecturing staff. Core programmes are mainstream educational programmes that are Exchequer-funded, e.g. from the Institute's Recurring Grant. These are normally daytime programmes for full-time students. Non-core programmes are all other programmes that are required to be self-financing, e.g. lifelong learning, continuous professional development.

Part-time is defined as working less than full hours on an involuntary basis. Employees who were full time and who have opted for less than full hours voluntarily (e.g. worksharing, parental leave, or shorter working year scheme) are listed as full-time.

Four employment patterns are identified. Permanent full-time, and three types of "atypical" employment: Permanent part-time, fixed-term part-time, and fixed-term full-time. The "atypical" employment patterns are also aggregated into a total "NOT full-time and permanent", so the table shows the numbers who are not full-time and permanent in each Institute and the total nationally.

IADT figures under the heading part-time and fixed-term include a large number of artists (>130) who are employed or self-employed outside of the Institute and who are hired to deliver elements of modules for short periods. Cork IT figures under the heading part-time and fixed-term include some musicians and artists who are employed or self-employed outside of the Institute and who are hired to deliver elements of modules for short periods.

Limerick IT figures exclude Tutor Demonstrators, because these are in essence students who also act in this role on a part-time basis. DIT figures exclude hourly paid assistant lecturers who are subject to the conversion process to become Assistant Lecturers.

**Table 2: IoT Core lecturing staff percentages**

<b>Institute</b>	<b>Part-time Permanent</b>	<b>Part-time fixed-term</b>	<b>Full-time fixed-term</b>	<b>Full-time permanent</b>	<b>NOT full- time and permanent</b>
Athlone	4.2%	7.7%	4.5%	83.6%	16.4%
Blanchardstown	2.3%	2.3%	9.4%	85.9%	14.1%
Carlow	4.6%	7.5%	16.2%	71.8%	28.2%
Cork	10.0%	33.8%	1.4%	54.9%	45.1%
D.I.T.	11.5%	0.9%	4.3%	83.2%	16.8%
Dundalk	2.5%	4.6%	2.8%	90.1%	9.9%
Galway Mayo	4.7%	13.5%	3.4%	78.4%	21.6%
IADT	12.5%	52.1%	1.6%	33.9%	66.1%
Letterkenny	10.7%	3.6%	10.2%	75.5%	24.5%
Limerick (incl. Tipp)	5.4%	12.7%	6.7%	75.1%	24.9%
Sligo	3.2%	4.3%	7.4%	85.1%	14.9%
Tallaght	4.7%	3.6%	3.1%	88.5%	11.5%
Tralee	4.1%	6.3%	0.9%	88.7%	11.3%
Waterford	10.0%	1.6%	7.4%	81.1%	18.9%
<b>Total</b>	<b>7.6%</b>	<b>12.5%</b>	<b>4.9%</b>	<b>75.0%</b>	<b>25.0%</b>

**Notes:**

All numbers are percentages of total headcount, based on the figures in table 1. The reference date is the end of Q3 2015, and the statistics refer to core IoT lecturing staff. Core programmes are mainstream educational programmes that are Exchequer-funded, e.g. from the Institute's Recurring Grant. These are normally daytime programmes for full-time students. Non-core programmes are all other programmes that are required to be self-financing, e.g. lifelong learning, continuous professional development.

The same definitions and exclusions that apply to table 1 also apply to this table.

The overall national percentage of lecturing staff who are not full-time and permanent is 25%. This is heavily influenced by two Institutes, Cork and IADT. These Institutes have percentages which are well above the national average, and they account for 44% of all "atypical" employees by headcount in the sector. These factors also have a significant effect on the national percentage of staff who are part-time and fixed-term.

Nationally, 7.6% of lecturing staff are part-time and permanent. While the percentages vary across the Institutes, no Institute has a percentage that would be regarded as statistically abnormal or outlying.

Nationally, just under 5% of lecturing staff are full-time and fixed-term, with most Institutes having a low percentage. However, the percentages in this category in Blanchardstown, Letterkenny and in particular Carlow are noticeably above the national average.

**Table 3: IoT Core lecturing staff full-time equivalent numbers and percentages**

<b>Institute</b>	<b>Total FTE</b>	<b>NOT full-time and permanent FTE No.</b>	<b>NOT full-time and permanent FTE %</b>
Athlone	261	33	12.7%
Blanchardstown	123	6	4.6%
Carlow	214	53	24.9%
Cork	563	96	17.0%
D.I.T.	840	89	10.6%
Dundalk	264	15	5.9%
Galway Mayo	340	37	10.9%
IADT	116	37	32.3%
Letterkenny	181	33	18.2%
Limerick (incl. Tipp)	338	57	16.8%
Sligo	272	8	2.9%
Tallaght	182	20	10.7%
Tralee	199	40	19.8%
Waterford	467	74	15.8%
<b>Total</b>	<b>4360</b>	<b>598</b>	<b>13.7%</b>

**Notes:**

All numbers and percentages in this table are full-time equivalents, not headcount. The reference date is the end of Q3 2015. The reference date is the end of Q3 2015, and the statistics refer to core IoT lecturing staff. Core programmes are mainstream educational programmes that are Exchequer-funded, e.g. from the Institute's Recurring Grant. These are normally daytime programmes for full-time students. Non-core programmes are all other programmes that are required to be self-financing, e.g. lifelong learning, continuous professional development.

The employee numbers under the headings "Headcount" and "NOT full-time and permanent" in table 1 are converted to full-time equivalents for this table.

This table therefore shows the percentage of staff resources on an FTE basis who are employed on an "atypical" basis (i.e. not full-time and permanent). Nationally, the figure is 13.7%, though there are considerable variations from Institute to Institute. Sligo, Blanchardstown and Dundalk have the lowest percentages, while IADT and Carlow have percentages noticeably above the national average.



**Table 1: IoT Non-Core lecturing staff numbers**

<b>Institute</b>	<b>Headcount</b>	<b>Part-time permanent</b>	<b>Part-time fixed-term</b>	<b>Full-time fixed-term</b>	<b>Full-time permanent</b>	<b>NOT full-time and permanent</b>
Athlone	64	0	56	2	6	58
Blanchardstown	57	21	36	0	0	57
Carlow	220	0	220	0	0	220
Cork	115	0	115	0	0	115
D.I.T.	520	105	384	105	5	515
Dundalk	32	4	24	4	0	32
Galway Mayo	24	10	1	2	11	13
IADT	83	17	66	4	0	83
Letterkenny	5	1	0	0	4	1
Limerick (incl. Tipp)	47	2	44	26	1	46
Sligo	2	0	1	1	0	2
Tallaght	36	0	31	5	0	36
Tralee	9	0	4	5	0	9
Waterford	64	8	18	22	16	48
<b>Total</b>	<b>1278</b>	<b>147</b>	<b>1000</b>	<b>88</b>	<b>43</b>	<b>1235</b>

**Notes:**

All numbers are headcounts. The reference date is the end of Q3 2015, and the statistics refer to non-core IoT lecturing staff. Core programmes are mainstream educational programmes that are Exchequer-funded, e.g. from the Institute's Recurring Grant. These are normally daytime programmes for full-time students. Non-core programmes are all other programmes that are required to be self-financing, e.g. lifelong learning, continuous professional development.

Part-time is defined as working less than full hours on an involuntary basis. Employees who were full time and who have opted for less than full hours voluntarily (e.g. worksharing, parental leave, or shorter working year scheme) are listed as full-time.

Four employment patterns are identified. Permanent full-time, and three types of "atypical" employment: Permanent part-time, fixed-term part-time, and fixed-term full-time. The "atypical" employment patterns are also aggregated into a total "NOT full-time and permanent", so the table shows the numbers who are not full-time and permanent in each Institute and the total nationally.

Nationally and in individual Institutes, very few staff on these programmes are employed on a full time and permanent basis. Institutes generally state that the majority of the people working on non-core programmes are employed elsewhere in business or the public service and lecture in Institutes as a second or supplementary employment. However, detailed statistics were not collated in this regard. One Institute (Limerick IT) points out that several of its part-time staff in this table are in fact permanent and full-time lecturers who carry out part of their duties on non-core programmes. This information was not sought of all Institutes.

The level of employment on non-core programmes varies greatly across Institutes, and three Institutes (DIT, Carlow and Cork) account for 67% of non-core lecturing numbers.

**Table 2: IoT Non-Core lecturing staff percentages**

<b>Institute</b>	<b>Part-time Permanent</b>	<b>Part-time fixed- term</b>	<b>Full-time fixed- term</b>	<b>Full-time permanent</b>	<b>NOT full- time and permanent</b>
Athlone	0.0%	87.5%	3.1%	9.4%	90.6%
Blanchardstown	36.8%	63.2%	0.0%	0.0%	100.0%
Carlow	0.0%	100.0%	0.0%	0.0%	100.0%
Cork	0.0%	100.0%	0.0%	0.0%	100.0%
D.I.T.	20.2%	73.8%	20.2%	1.0%	99.0%
Dundalk	12.5%	75.0%	12.5%	0.0%	100.0%
Galway Mayo	41.7%	4.2%	8.3%	45.8%	54.2%
IADT	20.5%	79.5%	4.8%	0.0%	100.0%
Letterkenny	20.0%	0.0%	0.0%	80.0%	20.0%
Limerick (incl. Tipp)	4.3%	93.6%	55.3%	2.1%	97.9%
Sligo	0.0%	50.0%	50.0%	0.0%	100.0%
Tallaght	0.0%	86.1%	13.9%	0.0%	100.0%
Tralee	0.0%	44.4%	55.6%	0.0%	100.0%
Waterford	12.5%	28.1%	34.4%	25.0%	75.0%
<b>Total</b>	<b>11.5%</b>	<b>78.2%</b>	<b>6.9%</b>	<b>3.4%</b>	<b>96.6%</b>

**Notes:**

All numbers are percentages of total headcount, based on the figures in table 1. The reference date is the end of Q3 2015, and the statistics refer to non-core IoT lecturing staff. Core programmes are mainstream educational programmes that are Exchequer-funded, e.g. from the Institute's Recurring Grant. These are normally daytime programmes for full-time students. Non-core programmes are all other programmes that are required to be self-financing, e.g. lifelong learning, continuous professional development.

The same definitions and exclusions that apply to table 1 also apply to this table.

The overall national percentage of lecturing staff who are full-time and permanent is 3.4%. Letterkenny, Galway-Mayo and Waterford have significantly higher percentages, though based on small numbers.

**Table 3: IoT Non-Core lecturing staff full-time equivalent numbers and percentages**

<b>Institute</b>	<b>Total FTE</b>	<b>NOT full-time and permanent FTE No.</b>	<b>NOT full-time and permanent FTE %</b>
Athlone	17.8	11.8	66.3%
Blanchardstown	34.9	34.9	100.0%
Carlow	45.7	45.7	100.0%
Cork	27.6	27.6	100.0%
D.I.T.	70.1	65.1	92.9%
Dundalk	12.2	12.2	100.0%
Galway Mayo	18.0	7.0	38.9%
IADT	5.9	5.9	100.0%
Letterkenny	5.0	1.0	20.0%
Limerick (incl. Tipp)	18.9	17.9	94.7%
Sligo	1.5	1.5	100.0%
Tallaght	9.5	9.5	100.0%
Tralee	7.7	7.7	100.0%
Waterford	52.3	36.3	69.4%
<b>Total</b>	<b>327.1</b>	<b>290.1</b>	<b>88.7%</b>

**Notes:**

All numbers and percentages in this table are full-time equivalents, not headcount. The reference date is the end of Q3 2015, and the statistics refer to non-core IoT lecturing staff. Core programmes are mainstream educational programmes that are Exchequer-funded, e.g. from the Institute's Recurring Grant. These are normally daytime programmes for full-time students. Non-core programmes are all other programmes that are required to be self-financing, e.g. lifelong learning, continuous professional development.

The employee numbers under the headings "Headcount" and "NOT full-time and permanent" in table 1 are converted to full-time equivalents for this table.

## **Appendix 2**

**Table 1: University lecturing staff numbers**

<b>University</b>	<b>Headcount</b>	<b>Part-time Permanent</b>	<b>Part-time fixed-term</b>	<b>Full-time fixed-term</b>	<b>Full-time permanent</b>	<b>NOT full-time and permanent</b>
UCD	1036	66	52	80	838	198
UCC	748	60	15	70	603	145
TCD	729	31	36	149	513	216
NUIM	278	4	8	14	252	26
NUIG	2422	160	1659*	13	590	1832
UL	612	34	68	134	376	236
DCU	580	0	155	89	336	244
<b>Total</b>	<b>6405</b>	<b>355</b>	<b>1993</b>	<b>549</b>	<b>3508</b>	<b>2897</b>

**Notes:**

All numbers in Table 1 are headcounts. The reference date is the end of Q3 2015.

Part-time is defined as working less than full hours on an involuntary basis. Employees who were full time and who have opted for less than full hours voluntarily (e.g. work-sharing, parental leave or shorter working year scheme).

Four employment patterns are identified. Permanent full-time, and three types of “atypical” employment: Permanent part-time, fixed-term part-time and fixed-term full-time.

\* The figure of 1659 for part-time and fixed-term provided for NUIG includes a figure of 1646 employees who are described by NUIG as hourly paid (equating to 85.6 FTE’s).

**Table 2: University lecturing staff numbers percentages**

<b>University</b>	<b>Part-time Permanent</b>	<b>Part-time fixed-term</b>	<b>Full-time fixed-term</b>	<b>Full-time permanent</b>	<b>NOT full-time and permanent</b>
UCD	6.4%	5.0%	7.7%	80.9%	19.1%
UCC	8.0%	2.0%	9.4%	80.6%	19.4%
TCD	4.3%	4.9%	20.4%	70.4%	29.6%
NUIM	1.4%	2.9%	5.0%	90.6%	9.4%
NUIG	6.6%	68.5%	0.5%	24.4%	75.6%
UL	5.6%	11.1%	21.9%	61.4%	38.6%
DCU	0.0%	26.7%	15.3%	57.9%	42.1%
Total	5.5%	31.1%	8.6%	54.8%	45.2%

**Notes:**

All numbers are percentages based on total headcount, based on the figures in Table 1. The reference date is the end of Q3 2015.

Four employment patterns are identified. Permanent full-time, and three types of “atypical” employment: Permanent part-time, fixed-term part-time and fixed-term full-time.

**Table 3: University lecturing staff full-time equivalent numbers and percentages**

<b>University</b>	<b>Total FTE</b>	<b>NOT full-time and permanent FTE No.</b>	<b>NOT full-time and permanent FTE %</b>
UCD	932.88	116.05	12.4%
UCC	701.26	107.63	15.3%
TCD	654.24	168.65	25.8%
NUIM	273	21	7.7%
NUIG	730.67	140.67	19.3%
UL	551.5	181.5	32.9%
DCU	454.5	121.5	26.7%
Total	4298.05	857	19.9%

**Notes:**

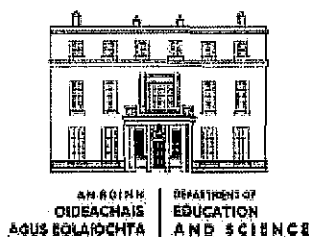
All numbers and percentages in this table are full-time equivalents, not headcount. The reference dates is the end of Q3 2015.

The employee numbers under the headings "headcount" and "NOT full-time and permanent" in table 1 are converted to full-time equivalents for this table.

## **Appendix 3**



Ardoideachais – Beartas agus  
Scileanna  
An Roinn Oideachas agus  
Eolaíochta,  
Sraid Maolbhríde,  
Baile Átha Cliath 1.



Higher Education -Policy and Skills  
Department of Education & Science,  
Marlborough Street,  
Dublin 1.

**Circular 0093/2007**

To: Director/President of each Institute of Technology,  
President of Dublin Institute of Technology.

## **Protection of Employees (Fixed-Term Work) Act 2003 Revised Agreement**

### **1. Purpose of this Circular**

- 1.1** The purpose of this circular is to advise Institutes of Technology that following discussions between the managerial authorities of Institutes of Technology, the Teachers' Union of Ireland and the Departments of Education and Science and Finance further agreement has been reached on a number of issues associated with the implementation of the Protection of Employees (Fixed Term Work) Act 2003. The following are the terms of a consolidated circular. The provisions of this Circular are effective from the date of issue of this Circular. The terms of this circular will be open to review in light of experience and precedent developments elsewhere.
- 1.2** Employers are advised that cognisance should be taken of other relevant employment legislation in dealing with issues arising from this Circular Letter.

### **2. Contracts of indefinite duration**

#### **2.1 Definition of a contract of indefinite duration**

A person who has an expectation that, subject to the normal date of retirement in the employment, she or he will be retained in the employment and will not be dismissed without there being any good reason such as misconduct or unfitness for their position, or other compelling or unavoidable circumstances. Any dismissal shall be achieved by the application of the agreed termination arrangement for the particular sector or the application of the relevant statute, as the case may be.

#### **2.2 Assessing an entitlement to a contract of indefinite duration**

- 2.1.1** The transitional agreement comprehended qualified lecturers\* with more than four years successive service as at 1<sup>st</sup> September 2005 employed in Institutes of Technology to carry out the full range of duties. That agreement is now being

extended to include qualified lecturers on fixed term contracts with four years or more successive service on 1<sup>st</sup> September 2006 or any date thereafter.

\* Assistant Lecturer, College Teacher, Lecturer, Lecturer 1, Structured Lecturer, Senior Lecturer 1 (Teaching), Senior Lecturer 11 & Senior Lecturer 111

The transitional agreement is outlined in circular letter IT 15/05. This circular now confirms that these arrangements should now comprehend on an on-going basis qualified lecturers with four years or more successive service as at 1<sup>st</sup> September 2006 or on any date thereafter (those employed for the first time after 14<sup>th</sup> July 2003 must have 2 or more successive contracts).

- 2.2.1** The employer shall issue a contract of indefinite duration to any fixed term lecturer with 4 years or more successive lecturing service on the 1<sup>st</sup> September 2006 or any date thereafter (those employed for the first time after 14<sup>th</sup> July 2003 must have 2 or more successive contracts) who is deemed qualified and who is not excluded by reason of one or more of the following which the employer can demonstrate:
- (i) That the post will not be viable within a reasonable period and where such a ground was set out as an objective ground in writing in the previous contract; or
  - (ii) That the person is covering for a post holder on an approved scheme of leave of absence; or
  - (iii) there are formal written disciplinary charges of a significant nature against an individual on grounds of misconduct or other serious disciplinary offences.

The exclusions at (i) and (ii) above shall not apply where the staff member has not received a written contract setting out objective grounds since September 2003.

- 2.2.2** The hours of the contract of indefinite duration will be the hours for which the employee was engaged on a fixed term contract in the academic year prior to the issuing of the CID (other than those hours which are for the provision of temporary cover). This is subject to one exception as provided for in paragraph 7 below.

### **2.3 Qualifications**

A fixed-term lecturer shall be deemed to be qualified, if he/she is fully qualified under the criteria applicable to the post in the Institute of Technology sector.

### **3 Adjudication system**

There is an agreed system for considering the adjudication of appeals from aggrieved individuals. The adjudication system is voluntary and intended to facilitate a quick, efficient resolution of disputes arising from the award or refusal to award a contract of indefinite duration. Any party is of course free to pursue statutory relief if so desired. Departmental circular 0045/2006 sets out the details of the adjudication system. In this regard Mr Peter Ward has agreed to act as Adjudicator.

### **4. Recruitment Procedures**

- 4.1** Those lecturers engaged for their first fixed-term contract should receive their written terms of employment within two months of the date of their appointment. The terms and conditions should be signed by the employee and the employer. The employee should receive a copy of the document and the employer is to retain a copy on file.

- 4.2 Each statement of terms must contain the objective conditions determining the context whether it is:
- Arriving at a specific date
  - Completing a specific task, or
  - The occurrence of a specific event
- 4.3 Where an employer proposes to renew a fixed-term contract, the fixed term employee shall be informed in writing by the employer of the objective grounds justifying the renewal of the fixed-term contract **and** the failure to offer a contract of indefinite duration at the latest by the date of renewal.
- 4.4 In cases of anticipated vacancies of more than 26 weeks duration the positions should be advertised and filled through a formal recruitment process using the same procedures and criteria as for permanent vacancies.
- 4.5 Where a lecturer is granted temporary leave i.e. career break or secondment it shall be the responsibility of the employing authority to employ an appropriate temporary replacement for the period of the temporary absence. Any replacement shall be employed on the agreed terms and conditions of employment for fixed term lecturers as set out in the relevant circulars.
- 4.6 There is a requirement to recruit suitably qualified persons for all vacancies regardless of duration. In exceptional circumstances where the employer can demonstrate that every reasonable effort has been made to recruit a qualified lecturer, an unqualified person may be recruited pending the recruitment of a qualified lecturer which provision must be inserted in the terms of appointment issued to the unqualified person.
- 4.7 Where a fully qualified lecturer is engaged on successive contracts in the same or similar positions with the same employer, an interview process is required for the initial appointment only.

## **5. Terms of employment for Fixed-term teachers**

### **5.1 General**

The principle to be applied to conditions of employment in respect of fixed-term employees is the principle of no less favourable treatment during the period of contract unless objective grounds exist for doing so. In general it is agreed that the expiry of a contract and, as a consequence, the termination of the employment relationship, marks the end of any obligation on the part of the employer in respect of conditions of employment. Pro-rata lecturers are entitled to the same conditions of service on a pro-rata basis as a comparable permanent full-time lecturer.

### **5.2 Notification of permanent vacancies to Fixed-Term teachers**

Fixed-term lecturers must be notified of the existence of the permanent vacancy. It is not possible to be prescriptive in respect of the methodology to be used in respect of each sector. Methods may include: the use of the employer website/notifications to individuals outside of term time/the relevant Institute notice board during term time. The method which will be used for the advertising of permanent vacancies is to be included in the written statement of terms given to each fixed-term lecturer. The objective is to ensure that the fixed-term lecturer is notified of the vacancy in a timely manner so as to allow that teacher the opportunity to apply for the position should s/he wish to do so. All employers should note the provisions of the Protection of Employees (Fixed-Term) Work Act, 2003 which at section 10.2 provides that the

information regarding a vacancy “*maybe provided by means of a general announcement at a suitable place or undertaking or establishment*”.

### **5.3 Access to Training for Fixed-term employees**

#### **5.3.1 In-Service Training**

All fixed-term employees shall have equal access to in-service training as comparable permanent employees. Such access shall not be confined to the days on which the fixed-term (including part-time) employee would ordinarily be employed.

#### **5.3.1 Post Graduate training**

Fixed-term employees shall be eligible to apply for access to Post Graduate courses on the same basis as their comparable permanent employee. Payment for attendance at such courses (where it applies) shall be on the same basis as the comparable permanent employee and shall not exceed the duration of the contract of the fixed-term employee.

### **5.4 Career-Breaks:**

Fixed-term lecturers shall have access to the career break scheme on the same basis as permanent lecturers within their sector. Applications for career breaks shall not be rejected solely on the grounds of the status of the applicant as a fixed-term employee. The reason for rejecting an application for a career break shall be given in writing by the Institute. Access to the career break scheme will cease in all instances on the expiry and non-renewal of the fixed-term contract.

### **5.5 Job Sharing:**

Fixed-term lecturers shall have access to job-sharing on the same basis as permanent lecturers within the same sector. Applications for job-sharing shall not be rejected solely on the basis of the status of the applicant as a fixed-term lecturer. Access to job-sharing will cease on the same basis as for permanent lecturers and in all instances on the expiry and non-renewal of the contract for which they were engaged as a jobsharer.

### **5.6 Sick Leave during the period of contract:**

A fixed term lecturer shall have, in the case of leave which is

- **certified:** the same entitlement as a comparable permanent lecturer
- **uncertified:** same entitlement as a comparable permanent lecturer

### **5.7 Compassionate Leave:**

A fixed term lecturer shall have the same entitlement to compassionate leave as a comparable permanent lecturer.

### **5.8 Parental Leave:**

A fixed-term lecturer shall have the same entitlement to parental leave as a comparable permanent lecturer.

### **5.9 Paternity Leave:**

A fixed term lecturer shall have the same entitlement to paternity leave as a comparable permanent lecturer.

### **5.10 Force Majeure Leave:**

A fixed term lecturer shall have the same entitlement to force majeure leave as a comparable permanent lecturer.

### **5.11 Carers Leave:**

A fixed term lecturer shall have the same entitlement to carer's leave as a comparable permanent lecturer.

**5.12 Brief absences:**

A fixed term lecturer shall have the same entitlement to brief absences as a comparable permanent lecturer.

**5.13 Maternity Leave:**

A fixed term lecturer shall have the same entitlement to maternity leave and, while on maternity leave which occurs during the term of their contract, shall have the same entitlement to pay as a comparable permanent lecturer.

Where the contract under which the lecturer was employed expires and is not renewed and the employment ceases, the entitlement to paid maternity leave also ceases.

Where the contract for which the lecturer was employed is renewed by a successive contract a dismissal shall not be effected and maternity pay shall continue to be paid until the cessation of maternity pay under the maternity leave scheme or the expiry of the successive contract, whichever is the sooner.

**6. Progression of CID Holders (Part-Time) from Assistant Lecturer to Lecturer – adjustment of hours**

- 6.1** Where an Assistant Lecturer is employed on a CID on a part time basis, progression to the Lecturer's scale will be on a proportionate number of hours related to the adjustment for a full time post holder moving from 18 hours to 16 hours i.e. 90%. As this will result in a fraction of hours in many cases, the contract hours are to be rounded up and the contract and salary adjusted accordingly.

**TABLE**

<i>Existing Hours</i>	<i>Revised Hours</i>
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	8
10	9
11	10
12	11
13	12
14	13
15	14
16	15
17	16
18	16

## **7. Weighting for Night Time Hours**

- 7.1 A Contract of Indefinite Duration (CID) is to be based on the contracted lecturing hours in the previous academic year (see Section 4 of the agreed terms of the Transitional Agreement and paragraph 2.2.2. above). Where the final fixed term contract includes a proportion of night hours and the related weighting that contracted arrangement is to be carried forward into the CID. Where at the time of the conversion to CID it is proposed to reduce the proportion of night work, the treatment of the CID holder must be no less favourable than that accorded to a permanent employee. That is to say, while a mix of hours in the contract is altered, the total rate of pay must remain that based on the final fixed term contract. This may actually result in an increase in the contracted number of daytime hours in the CID. It is a matter for management to ensure that the lecturer is fulfilling the contracted hours in the contract. Thereafter the mixture of hours as between day and night work may be varied in accordance with the agreed arrangements in respect of permanent lecturers.

## **8. Mechanism for the Alignment of Posts and available Personnel**

- 8.1 The method for determining the allocations of posts to each school/sector will continue as heretofore.
- 8.2 For the purposes of calculating the number of lecturers in posts to whom there is an ongoing contractual commitment, it will be necessary to combine the number of permanent lecturers with the number on contracts of indefinite duration. Based on the agreed definition of an employee on a contract of indefinite duration, those on contracts of indefinite duration have effectively the same tenure rights as a permanent lecturer.
- 8.3 Where a permanent vacancy occurs the following options are to be applied sequentially by employers on the filling of such posts/hours
- (a) a fixed term lecturer who qualifies for a contract of indefinite duration under paragraph 2 above is to receive the contract of indefinite duration
  - (b) If an existing fixed term lecturer does not qualify for a contract of indefinite duration the vacancy must be advertised in the normal manner i.e. by advertisement.
- 8.4 There is no re-deployment arrangement between the IOTs due, in the main, to geographical considerations. The specialist nature of the posts provides some opportunity to provide alternative employment within the same Institute and every reasonable opportunity for such redeployment should be explored and additional

training support should also be provided to support the opportunities for re-deployment which do exist.

- 8.5 In implementing this section the attention of employers is drawn to the terms of The Unfair Dismissals Acts at Section 6 Sub Section 3 which states:

*Without prejudice to the generality of sub-section (1) of this section, if an employee was dismissed due to redundancy but the circumstances constituting the redundancy applied equally to one or more other employees in similar employment with the same employer who have not been dismissed, and either .....*

*(b) he was selected for dismissal in contravention of a procedure (being a procedure that has been agreed upon by or on behalf of the employer and by the employee or a trade union, or an excepted body under the Trade Union Acts 1941 and 1971 (as amended by the Industrial Relations Act, 1990, representing him or has been established by the custom and practice of the employment concerned) relating to redundancy and there was no special reason justifying a departure from that procedure,*

*then the dismissal shall be deemed for the purposes of this Act, to be an unfair dismissal.*

- 8.6 In order to comply with the terms of the Act it is proposed to put in place a procedure in the IOT sector where the employer identifies a situation where there are teaching staff surplus to requirements. The following options are to be applied sequentially:

- (a) Re-deployment within the Institute to suitable alternative posts for which the surplus staff are qualified.
- (b) Re-training to provide the additional qualifications required to be re-deployed to an identifiable vacancy
- (c) Reduction of hours (and pay) involving one or more staff – on a voluntary basis.
- (d) Termination of the employment of fixed-term employees whose contract has expired (with payment of redundancy pay). This option would be severely limited in cases where the fixed-term employee would otherwise be due to receive a contract of indefinite duration. It may also be necessary to insert the terms of the collective agreement into future fixed-term contracts.
- (e) Agreement to the filling of a vacant permanent post on a fixed-term basis for up to two years where it is agreed that the post is unlikely to be viable beyond that period.
- (f) Voluntary severance arrangements to be agreed at the Institutes of Technology Industrial Relations Forum.
- (g) These terms to be reviewed at the request of either party no earlier than February 2008 unless agreed by both parties.

This circular can be accessed on the Department's website [www.education.ie](http://www.education.ie)

Queries concerning this circular letter should be emailed to Breda Quirke at the following address:  
[mailto:breda\\_quirke@education.gov.ie](mailto:breda_quirke@education.gov.ie)

Gerry Murray  
Principal Officer

20<sup>th</sup> September 2007



## **Appendix 4**

[REDACTED]

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**From:** Mark Kirwan  
**Sent:** 21 October 2013 13:33  
**To:** IoT Recipients  
**Subject:** RE: Haddington Road Agreement: redeployment, recruitment and surplus staff

To all,

Further to my previous e-mail, the Department of Education and Skills requested we bring the additional below clarification to the attention of the Institutes of Technology:

The qualification period for the granting of a CID is reduced from 4 years to 3 years for lecturing staff (fixed-term, part-time and hourly-paid) who have entered their fourth year on or after the 1st July 2013.

Regards

Mark

Mark Kirwan  
Systems Funding  
Higher Education Authority  
Direct Dial: 01 2317 [REDACTED]  
Fax: 01 2317 [REDACTED]

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**From:** Mark Kirwan  
**Sent:** 03 October 2013 15:51  
**To:** IoT Recipients  
**Subject:** RE: Haddington Road Agreement: redeployment, recruitment and surplus staff

To all,

The Department of Education and Skills requested we bring the below information to your attention.

Regards

Mark

Mark Kirwan  
Systems Funding  
Higher Education Authority  
Direct Dial: 01 2317 [REDACTED]  
Fax: 01 2317 [REDACTED]

**To All Employers in the Institutes of Technology Sector,**

The LRC has registered the acceptance of the Haddington Road Agreement by the Teachers' Union of Ireland (TUI) in respect of its members.

The interim arrangements are now ended and accordingly, with effect from the 1<sup>st</sup> July 2013 the terms of the Financial Emergency Measures in the Public Interest Act 2013 relating to an increment freeze no longer apply to members of the TUI and staff in grades represented by the TUI.

The full terms of the Haddington Road Agreement now apply to staff in grades represented by the TUI with effect from the 1<sup>st</sup> July 2013.

In this context the instructions contained in Circular 30/2013 issued on the 27<sup>th</sup> June relating to the implementation of the Haddington Road Agreement should be adhered to in respect of grades represented by the TUI with effect from the 1<sup>st</sup> July 2013.

As outlined in paragraph 12 of Circular 30/2013 employers should note that under the terms of the Agreement leave and leave-in-lieu for church holidays is eliminated. This means that where an Institute was closed on a church holiday, or where church holidays were grouped together in line with a local agreement, the Institute will now be open and academic staff may be timetabled for normal teaching hours on these days. The evening weighting premium for each hour worked after 6pm is reduced from 1.5 to 1.25 with effect from the 1<sup>st</sup> July 2013. The entire liability for the additional 78 hours is fully absorbed by the reduction in evening weighting hours from 1.5 to 1.25 and by the withdrawal of church holidays.

Where exams have taken place on or after the 1<sup>st</sup> July 2013 the examination marking fee is reduced by 25%.

The Agreement also provides for a process to consider and report on the level of fixed-term/part-time employment in lecturing and also for the phased conversion of Hourly Paid Assistant/Associate Lecturers to pro-rata Assistant Lecturers. In this context employers should note that for those specific lecturing staff (fixed-term, part-time and hourly-paid) who have entered their fourth year in September 2013 the qualification period for the granting of a CID is reduced from 4 years to 3 years.

The relevant provisions of Circular 93/2007 apply to Hourly Paid Assistant/Associate Lecturers with effect from the 1<sup>st</sup> July 2013.

A further instruction will be issued in due course in relation to the application of a revised pay scale for new entrants to the Assistant Lecturer grade.

Employers should ensure that this instruction is noted and implemented as soon as practicable.

**From:** Mark Kirwan

**Sent:** 01 October 2013 13:41

**To:** University Recipients

**Subject:** FEMPI 13 & Public Service Stability Agreement 2013-2016 (Haddington Road Agreement)

Dear all,

The Department of Education and Skills requested the HEA bring the below information to your attention.

Regards

Mark

Mark Kirwan  
Systems Funding  
Higher Education Authority  
Direct Dial: 01 2317 [REDACTED]  
Fax: 01 2317 [REDACTED]

To All Employers in Universities and other Third-Level Colleges,

On the 23rd September the LRC registered the acceptance of the Haddington Road Agreement by the Irish Federation of University Teachers (IFUT) in respect of its members.

Accordingly, with effect from the 23rd September 2013 the terms of the Financial Emergency Measures in the Public Interest Act 2013 no longer apply to members of IFUT and staff in grades represented by IFUT.

The full terms of the Haddington Road Agreement now apply to staff in grades represented by IFUT with effect from the 23rd September 2013.

In this context the instructions contained in the Department's letter of the 27th June relating to the implementation of the Haddington Road Agreement should be adhered to in respect of grades represented by IFUT with effect from the 23rd September 2013.

The Agreement also provides for a process to consider and report on the level of fixed-term/part-time employment in lecturing. This will be discussed with the IUA. In the meantime employers should note that for those specific lecturing staff (fixed-term and part-time) who have entered their fourth year in September 2013 the qualification period for the granting of a CID is reduced from 4 years to 3 years.

Employers should ensure that this instruction is noted and implemented as soon as practicable.