

ASTI to tackle teacher employment

Jobs, pay, security dominate Convention 2011

The job prospects for new teachers and those on temporary and part-time contracts dominated the ASTI's Annual Convention 2011.

More than 450 ASTI members from all over the country discussed the plight of teachers looking for work including up to 3,000 temporary and part-time teachers who are members of the ASTI.

ASTI General Secretary Pat King said: "Newly qualified second-level teachers face a bleak future including unemployment, emigration, precarious employment, lower pay for doing the same work as colleagues, and a pension scheme which will see them pay more in contributions than they will ever receive in pension benefit. It is shameful to think that this group of valuable but vulnerable people are being treated as 'second class'.

Addressing delegates, ASTI President Jack Keane said: "It is a fact that less than 10% of PGDE students will get a fulltime permanent post within a year of graduating. The majority will spend seven or eight years in temporary and/or part-time positions. More than a quarter of Irish teachers are on temporary contracts, a statistic which is much higher than the OECD average. This pattern of entry to teaching is very damaging to the morale and motivation of young teachers."

A number of key motions were passed on the final day of Convention calling on the ASTI to campaign for improved terms and conditions - including security of tenure - for new teachers and temporary and part time teachers.

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Sligo delegates discuss the agenda at ASTI Convention 2011.

ASTI guidelines on Croke Park Agreement

The ASTI has issued guidelines on the implementation of the Croke Park Agreement which should be read in conjunction with the Department of Education and Skills Circular 0025/2011. The ASTI guidelines are published in this edition of Nuacht and are available on the ASTI website.

Department Circular 0025/2011 is also available on the ASTI website.

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ASTI to tackle teacher employment - continued

Convention delegates condemned the government decision to slash the pay of new teachers by 15% and the proposal for a new pension scheme which will significantly disadvantage new teachers.

ASTI Annual Convention 2011 was addressed by ASTI President Jack Keane, ASTI General Secretary Pat King, Lord David Putnam, Minister for Education and Skills Ruairi Quinn and PGDE student Aoife Ní Mháille

A full report of Annual Convention will appear in May ASTIR. The keynote addresses are available on the ASTI website. ♦

ASTI sub reduced

ASTI membership subscription rates are being reduced by 3% from August 1st. The last reduction was in 2009 (also 3%). The subscription rates will now be 6% lower than they were in the 2008/09 school year. The new rates, which vary from €28.20 to €330.20 per annum, are available on the ASTI website.

Rights for civil partners

The Civil Partnership Act 2011 provides certain rights for registered civil partners. These include civil partnership leave ('marriage leave') and certain pension scheme rights.

The Department of education will be revising a number of its Circulars in order to ensure that civil partners are treated in the same way as spouses, as appropriate.

In the interim, where the word spouse appears in Department Circulars, memorandums, regulations and schemes, this should be read as spouse or civil partner. Where the word marriage appears, this should be read as marriage or civil partnership.

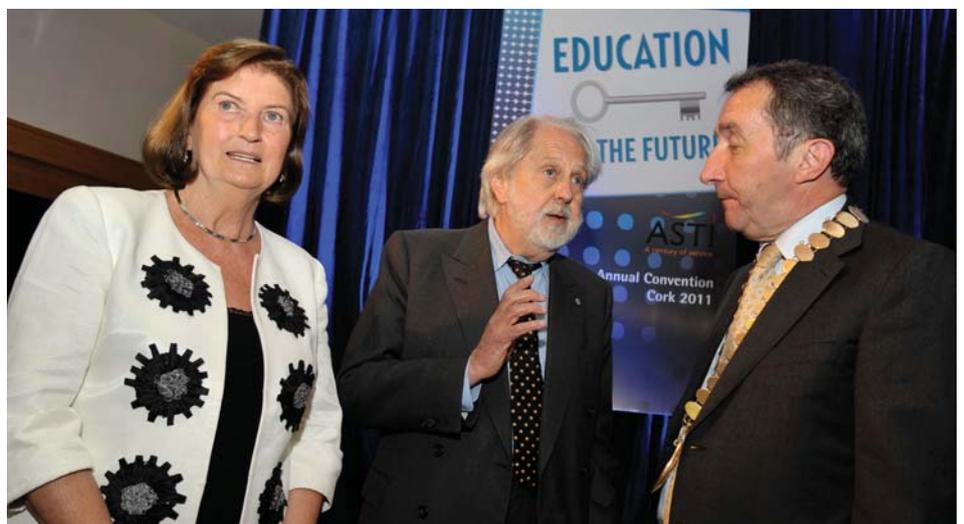
For information on registering civil partnerships visit groireland.ie. ♦

Taking a break?

ASTI members taking a career break or other approved leave are advised to retain their ASTI membership while on leave in order to benefit from ASTI services and benefits. The cost of ASTI membership while on leave is €29.10 per annum.

Teachers on leave are also advised to maintain their registration with the Teaching Council and to continue to make payments to Salary Protection Scheme while on leave. ♦

Right: Susie Hall, former ASTI President; David Putnam, Convention Guest Speaker; and, Jack Keane, ASTI President at ASTI Convention 2011.



ASTI members have now voted to accept the Public Service (Croke Park) Agreement 2010-2014. This Agreement means second level teachers will be required to work an extra 33 hours annually and may be required to do extra supervision/substitution. In return, there is a guarantee of no compulsory redundancies, no further pay cuts before 2014 and an “un-cut” pension lump sum for those who opt to retire by February 2012. A comprehensive Redeployment Scheme which is part of the Agreement is currently operating and relevant schools and teachers are being contacted. The full text of the Croke Park Agreement and the Outcome of ASTI/Department Talks is available on the ASTI website - (www.asti.ie). A Department of Education and Skills circular implementing the Agreement is now being issued to all schools. The following text includes excerpts from the full Agreement and ASTI Guidelines on its implementation.

Supervision and Substitution

1. The basic Supervision and Substitution Scheme has not changed.
2. Teachers who contract into the Supervision and Substitution Scheme are allocated hours of both supervision and substitution on the basis of 37 hours per school year.
3. Under the Croke Park Agreement, contracting teachers may now be rostered for three periods of substitution per week. However they will only be required to “deliver” one period because the commitment to carry out supervision and the overall limit of one and a half hours per week combined of supervision and substitution prevents such teachers from being obliged to deliver a second period of substitution in a week.

Reassignment within Timetabled Hours

1. Where a teacher is timetabled for a class period with a group of students and where that group is participating in an “out of school” activity and as a result the teacher is “freed up”, then the “freed up” teacher may be reassigned to supervise the class of a teacher who is required to be absent in order to accompany the group of students in the “out of school” activity.
2. The “freed up” teacher may only be used to facilitate the absence of the teacher or teachers accompanying the group of students.
3. The “freed up” teacher is not required to “cover” for the absence of other teachers who are absent for other reasons.

Posts of Responsibility

1. Each school is required to have a “schedule of posts of responsibility” approved by the school Board.
2. This schedule (list of duties) is based on the needs of the particular school.
3. There must be consultation with staff when this schedule is being drawn up or amended.
4. Teachers may only be appointed to posts of responsibility duties which are listed on the school’s schedule.
5. The Croke Park Agreement confirms that, because of the “needs of the school”, post holders may be reassigned from their existing post duties to alternative responsibilities from the approved schedule.
6. Best practice of consultation and fairness must be applied by the school authorities in making any such reassignment.

Redeployment

1. The Redeployment Directors are advised by advisors appointed by each union and management body.
2. All teaching vacancies (temporary, permanent or part-time) must be notified to the Director.
3. Where a “vacancy” cannot be deemed a vacancy by operation of law, the school shall nonetheless notify the Director and stipulate the legal impediment to its being filled from the redeployment panel.
4. The school (or VEC) identifies the subject preferences for the filling of a vacant post.
5. An excess teacher situation arises when a school has one or more teachers in excess of the school’s allocation on 31st December prior to redeployment.
6. The school in a surplus situation identifies the teacher(s) for redeployment and notifies the Director.
7. In such a school, and with school approval, another teacher may opt to be redeployed on a voluntary basis instead of one of the identified teachers. If the Director is unable to redeploy the “volunteer” then the “identified” teacher is redeployed.

8. In identifying a teacher(s) for redeployment, the school must first consider whether it can cope with the loss of the most junior teacher within its existing resources.
9. If the school cannot cope without the most junior teacher then it moves on to review the position of the next most junior teacher and so on if necessary.
10. The teacher(s) nominated for redeployment must be provided with a statement by the school setting out the basis for its decision and why, given the curricular needs of the school, that person was nominated rather than the most junior.
11. If the teacher chosen for redeployment believes that the process and procedures were not complied with, then he/she may provide details to the Director who will consider his/her concerns.
12. A teacher may be redeployed within a maximum radius of 50 km from his/her existing school or, where he/she so requests, from his/her place of residence.
13. Teachers are assigned to schools having regard to:
 - the curricular needs of the school;
 - the teacher's preference where more than one post exists;
 - the desirability to take account of a teacher's prior teaching experience and qualifications;
 - travelling time for the teacher;
 - any other factor deemed relevant by the Director.
14. In the case of a teacher from a voluntary secondary school, the Director will seek first to redeploy him/her to a vacancy in a voluntary secondary school. In the case of a teacher from a VEC sector school, the Director will seek first to redeploy him/her to a vacancy in his/her particular VEC scheme and, failing that, to a vacancy in any VEC scheme. A teacher from within the Community and Comprehensive sector can be redeployed to a school in any sector.
15. Assignments made by the Director are binding on all parties.
16. Redeployed post of responsibility holders retain their POR allowance on a personal basis and will be required to carry out POR duties.
17. A redeployed teacher or a receiving school may seek a review of a redeployment decision by the 31st March of the following year.
18. A teacher who believes that he/she is being unfairly treated in a redeployment process should take this matter up directly with the school Principal. If necessary, the teacher can seek advice from an ASTI head office industrial relations official. Ultimately, a teacher may bring his/her concerns to the attention of the Director.
19. A temporary teacher who is affected by the redeployment of another teacher should bring their concerns to the attention of an ASTI head office industrial relations official.

Additional time

1 Additional 33 hours

- 1.1 Over the course of a full school year, the "additional time" provision amounts to 33 hours.
- 1.2 School authorities must consult with the teaching staff as to the optimum usage and scheduling of these hours. ASTI members should ensure that they are fully involved in this consultation process.
- 1.3 The aim of the additional hours is to significantly eliminate the erosion of class contact time so they should be scheduled 'outside normal school hours'.
- 1.4 Having consulted staff, the school may designate the usage of the 33 hours in blocks of 1 or 2 hours (except for parent/teacher meetings, see below). The minimum block period is for 1 hour; a block, e.g. of 1¼ or 1½, etc. would be acceptable.
- 1.5 The 33 hours must be taken 'outside normal school time'. This is in order to avoid erosion of class contact time. Thus these hours cannot be used at a time that causes loss of class contact time.
- 1.6 Where an additional hour commences immediately after the school closes, e.g. closure at 4.00 p.m., that additional hour is completed at 5.00 p.m.
- 1.7 The additional hours may not be used for teaching purposes or to cover post of responsibility duties which are not covered because of the post of responsibility moratorium.
- 1.8 The additional hours may be used for supervision and substitution only to the extent to which they are not used for the purposes specified in 3 below.
- 1.9 Except as set out in 5.4 below the 33 hours will be scheduled over the course of the 167 day school year.
- 1.10 The Agreement does not state that all teachers in a school are required to work collectively on every issue at the same time or in the same place.

2 Part-time teachers

- 2.1 In the case of part-time teachers (including job-sharers), the quantum of the 33 hours will be determined on a pro-rata basis (e.g. an 11 hour part-time teacher does 16.5 additional hours).
- 2.2 Part-time teachers should discuss and agree with the Principal how their pro-rata reduced number of additional hours should be prioritised.

3 Use of the hours

- 3.1 Following consultation with staff, the school management may designate the use of the 33 hours to deal with some or all of the following items:
 - School planning and policy development (including subject planning)
 - Staff meetings
 - Parent-teacher meetings (in line with the agreed formula for such meetings)
 - Induction
 - Nationally mandated inservice/CPD, e.g. new programmes or syllabi
 - Approved school arranged CPD
 - Appropriate further education activities
 - Substitution and supervision(The hours should be used for supervision and substitution only to the extent to which they are not used for those purposes specified above).
- 3.2 If the 33 hours have been accounted for then any additional staff meetings, planning meetings, subject planning, school organised CPD, etc. should take place during normal school hours.
- 3.3 Teachers who have not contracted into the supervision and substitution scheme will have their residual hours (if any) designated for purposes other than supervision and substitution.
- 3.4 A school open/information evening or an evening planning meeting involving all or the great majority of staff can be counted towards the 33 hours.
- 3.5 When organising subject planning meetings, a school could, for example, arrange for them to take place over two or three two hour evening sessions with one group of subjects on one evening, a different group on another evening and a third group on a third evening. This would give most teachers the opportunity to attend on each of the two or three evenings as appropriate. All such evenings would count towards the 33 hours for all teachers although not every teacher would have to attend on each evening.

4 Parent-teacher meetings

- 4.1 Prior to the Croke Park Agreement, three formal parent-teacher meetings were held outside normal school hours, in accordance with Circular M58/04, as follows:
 - Meetings will commence at 4.15 p.m. in all schools (each school closing 15 minutes before normal closing time) and conclude at 6.45 p.m.These three 'outside school hours' meetings will not be counted as part of the 33 additional Croke Park hours.
- 4.2 The 33 hours may be used for parent-teacher meetings other than the three meetings specified in 4.1 above.
- 4.3 Use of the 33 hours for parent-teacher meetings is not limited to a maximum block of 2 hours (see 4.4).
- 4.4 If teachers are required to remain in school from 3.45 p.m. until 6.45 p.m. for a parent-teacher meeting, other than the three meetings specified in circular M58/04, this is counted as 3 hours outside normal school hours for the purposes of the Croke Park Agreement.
- 4.5 The time allocated for a parent-teacher meeting (other than in 4.1 above) is counted as part of the 33 hours for all teachers even in circumstances where all teachers are not required to be present at the meeting.

5 Consensus on use of hours

- 5.1 While all staff must be consulted on the use of the 33 hours, certain usage of the 33 hours requires the consensus of staff. See 5.3 and 5.4 below.
- 5.2 Consensus is defined as 'general agreement, general understanding, general support'. A simple majority cannot be taken as consensus, nor does consensus require unanimity.
- 5.3 If the school is proposing to use a block of greater than 2 hours, there must be consensus among staff for such an arrangement.
- 5.4 If the school is proposing to use the hours on days other than the 167 on which school is required to be open, this can only happen if there is consensus among the staff for such an arrangement.

6 Staff meetings

- 6.1 Prior to the Croke Park Agreement, three staff meetings were held 'half-in and half-out of school time'.
- 6.2 The 'half-out' part of these three meetings may not be counted as part of the additional Croke Park hours.
- 6.3 However, the additional 33 hours may now be used to remove the 'half-in' element of these staff meetings.
- 6.4 Other than in the case of half-in, half-out meetings, staff meetings held outside normal school time will now be counted as part of the 33 additional hours.

7 School calendar

- 7.1 The usage of the additional 33 hours should be set out in a calendar for the school year which is made available to all staff.
- 7.2 As far as possible, the consultations on and planning of this calendar and the arrangements for the 33 hours should be completed before the end of the previous school year.
- 7.3 Planning the calendar will involve full involvement of and consultation with staff. This consultation should be concluded before the end of May each year.
- 7.4 Examples of the use of 33 hours could be as follows:

3 x 3-hour parent-teacher meetings	9 hours
2 x 1-hour staff meetings	2 hours
3 x 2-hour staff meetings	6 hours
2 x 2-hour school planning/policy meetings	4 hours
2 x 2-hour subject planning meetings	4 hours
2 x 3-hour school arranged inservice meetings (by consensus only)	6 hours
1 x 2 hour school arranged inservice/CPD	<u>2 hours</u>
	33 hours
1 x 7-hour staff planning day (by consensus only)	7 hours
3 x 3-hour parent-teacher meetings	9 hours
2 x 2-hour subject-planning meetings	4 hours
1 x 3-hour staff meeting (by consensus only)	3 hours
2 x 1-hour staff meetings	2 hours
2 x 2-hour staff meetings	4 hours
2 x 2 hour sessions of nationally mandated CPD	<u>4 hours</u>
	33 hours
2 x 2-hour staff meetings	4 hours
3 x 1-hour staff meetings	3 hours
3 x 2-hour subject planning meetings	6 hours
6 x 3-hour parent-teacher meetings (e.g. dividing class groups)	18 hours
1 x 2 hour school arranged inservice/CPD	<u>2 hours</u>
	33 hours

8 2010/2011 School year

The additional time requirement for a full year is 33 hours. For the remainder of the 2010/11 school year, it is 5 hours.

9 Difficulties arising

- 9.1 ASTI members should read the full ASTI Croke Park Agreement document and the questions and answers section on the ASTI website (www.asti.ie).
- 9.2 A staff consensus approach is the most desirable approach to all of these matters.
- 9.3 Where difficulties arise in relation to these matters, every effort should be made to resolve matters through local dialogue between staff and principal.
- 9.4 If matters are unresolved, more formal representation should be made by the ASTI school steward accompanied by an ASTI colleague.
- 9.5 Further advice and assistance is available from the ASTI industrial relations team, call 1850-418400 or 01-6040160.
- 9.6 Where possible, queries regarding interpretation of the Croke Park Agreement should be sent by email or letter to ASTI Head Office:

Email: info@asti.ie / Post: ASTI Head Office, Thomas MacDonagh House, Winetavern Street, Dublin 8

Resolutions adopted at Convention 2011

Motion 31 - Section 30 of Teaching Council Act

That the ASTI endorse the Teaching Council's objections to non-qualified persons being employed in teaching positions and condemns the Minister for Education and Skills' Amendment to Section 30 of the Teaching Council Act which allows for unregistered teachers to be employed in a teaching capacity.

Motion 18 - Examiners and superintendents

That the ASTI negotiate with the State Examinations Commission to ensure that serving second-level teachers would be given first priority in the appointment of examinations superintendents and assistant examiners for the State Examinations.

Motion 65 - Classroom inspections

That the practice of unannounced classroom inspections, as evident in the current model of Inspection in primary schools, be opposed.

Motion 11 - Posts of responsibility moratorium

That the ASTI demands the immediate end of the Post of Responsibility moratorium, seeks to ensure that all posts are restored and that no teacher is expected to carry out post of responsibility duties without remuneration.

Motion 13 - Pension parity and Trident Report

That Convention affirms its commitment to the policy of:

- (a) Parity between pensions and salary
- (b) Opposing calculation of pension benefits based on career averaging, and that the ASTI be proactive in furthering the aims of the Trident Report.

Motion 57 - Assessment of orals

That in light of NCCA proposals on curriculum and assessment changes and in view of the proposed introduction of an oral component in Junior Certificate language subjects, the ASTI reasserts its vehement opposition to teachers assessing their own students for State Examinations.

Motion 26 - Pupil-teacher ratio

That the ASTI seeks the immediate restoration of the pupil-teacher ratio to 18:1.

Motion 59 - Junior Certificate examination

In view of the proposed changes to the Junior Certificate examination, that the ASTI calls for the retention of the full examination after three years, not a modular system.

Motion 54 - School resources

That the ASTI resists changes to the Junior Certificate and Leaving Certificate Science syllabi or the introduction of project work at senior level until all schools have adequate resources, fully equipped laboratories, laboratory technicians and until teachers are provided with the necessary training and guidelines.

Motion 21 - Non-permanent teachers - pay and pensions

That the ASTI reaffirms its commitment to our non-permanent and in-coming teachers in terms of pay and conditions, particularly in the light of the proposed changes to the pension scheme.

Motion 22 - CIDs

That the ASTI will negotiate with the Department of Education to ensure that service in different schools accumulates towards the calculation of eligible years for a Contract of Indefinite Duration in view of the cross-sectoral redeployment.

Motion 24 - Panels of registered teachers

The ASTI demands that the Department of Education establishes regional panels of registered teachers of at least three years service who have not yet secured full-time employment for the purpose of filling vacancies within schools in the region.



**Brendan Broderick,
ASTI President Elect**



**Gerry Breslin,
ASTI Vice-President**



**Ray St John,
Honorary Treasurer**

Election results from Convention 2011

President

Brendan Broderick

Vice-President

Gerry Breslin

Honorary Treasurer

Ray St. John

Trustees

Michael Corley

Tom Gilligan

Michael Kilbride

Steering Committee

Noel Buckley

Eilis Casey

Susie Hall

Paul McGrath

Maire Ni Chiarba

Education Committee

Noel Buckley

Pat Deery

Christina Henahan

Margaret Kent

Jerry McCarthy

Noelle Moran

Maire Ni Chiarba

Peter Quinn

James Staunton

Equal Opportunities Committee

Kevin Brogan

Rosabelle Crampton

Jim Duffy

Maura Greaney

Carmel Heneghan

Agnes Keane

Anne Loughnane

Tony McKernan

Mary Ohle

Sickness Benefit Committee

Michael Freeley

Sheila Jennings

Tony Waldron

Rules Committee

John Byrne

Robbie Cronin

Pat Deery

Paul McGrath

Sheila Parsons

Investment Committee

John Byrne

Patrick Collins

Michael Freeley

Tony Waldron

Business of CEC Sub-Committee

Eilis Casey

Elizabeth Cooney

(One more to be elected at CEC)

Motion 1 - Pay and conditions of new teachers

That the ASTI vehemently opposes any attempt to diminish the pay, pensions and conditions of new teachers.

Motion 39 - FÁS Work Placement Programme

That ASTI vehemently opposes the introduction of the FÁS Work Placement Programme for qualified teachers because of its potential to expose teachers to exploitation and because it would be detrimental to the professionalism of teachers.

Motion 90 - Rule 71

Convention shall appoint annually a reputable firm of Accountants who shall carry out an annual audit of the accounts of the Association. Such firm of Accountants shall be entitled to charge and be paid for such audit at their usual rates.

Delete Rule 71 and replace it with a new rule to read as follows: "The Trustees shall annually nominate, for adoption by Convention, a reputable firm of accountants who shall carry out an annual audit of the accounts of the Association. Such firm of accountants shall be entitled to charge and be paid for such audit at their usual rates. The Trustees shall cause the annual audit to be held".

Motion 95 - Rule 147

So much of the funds of the Association as may not be required for immediate use, or to meet the usual day to day expenditure, may at the discretion of the CEC or Standing Committee be invested in any investment in which Trustees are for the time being authorized by law to invest trust funds.

Amend Rule 147 as follows:

- (i) by deletion of the words "in which Trustees are for the time being authorised by law to invest trust funds" after the word "investment", and by insertion of the words "authorized by law" after the words "investment".
- (ii) by insertion of the letter "(a)" immediately before the words "so much".
- (iii) by addition of the following at the end of the rule:
"(b) The Trustees shall meet with the Honorary Treasurer and the Investment Committee to review finances and investments at least twice annually."

Rule 147 shall then read as follows:

- (a) So much of the funds of the Association as may not be required for immediate use, or to meet the usual day to day expenditure, may at the discretion of the CEC or Standing Committee be invested in any investment authorized by law.
- (b) The Trustees shall meet with the Honorary Treasurer and the Investment Committee to review finances and investments at least twice annually.

Motion 96 - Rule 150

The Trustees may attend the Conventions of the Association and may speak at Convention on matters pertaining to their duties but they shall not act as delegates to Convention.

Amend Rule 150 by addition of the following:

"An annual report by the Trustees, which records their account of their duty to safeguard the ASTI property and funds, shall be included in the Convention Handbook and such report may be presented to Convention by the Trustees".

Rule 150 shall then read as follows:

"The Trustees may attend the Conventions of the Association and may speak at Convention on matters pertaining to their duties but they shall not act as delegates to Convention. An annual report by the Trustees, which records their account of their duty to safeguard the ASTI property and funds, shall be included in the Convention Handbook and such report may be presented to Convention by the Trustees".

Motion 101 - Teaching Council subscription

In light of the recent cutbacks, that the ASTI seek a substantial decrease in the annual subscription to the Teaching Council.