

Application of the Public Service Agreement in Universities

The parties recognise the vital role played by the universities through their teaching, research and broader contribution to society. This is reflected, *inter alia*, in increasing student intake and graduations at third and fourth level and the standing of Irish research and scholarship on the world stage. The parties acknowledge that these advances could not have been achieved without the efforts of the university community, working collegially in the national interest. The parties further acknowledge that the current crisis requires an intensification of those efforts within the framework provided by the Public Sector Agreement. The measures contained within this document will be implemented having regard to the collegial ethos of the university community and institutions. The parties agree that implementation should encompass a process of engaged consultation, consistent with this collegial ethos.

Additional Hour

The Agreement provides for an additional hour per week, at the discretion of management, to facilitate teaching and learning in the university. The application of this hour will be determined by university management and it will be additional to all existing required periods of work.

Workload Allocation Models

Workload allocation models will be implemented by all academic staff to aid the transparent and equitable distribution of work within the university community. These models will be determined by university management following consultation.

The models will involve the allocation of workload across the core academic functions of teaching and learning, research, and contribution and scholarly activity, respectively.

Subject to fulfilment of the total work requirement, and following consultation with the staff member, the proportions undertaken by each academic may be varied by management across the core academic functions.

Full economic costing

To assist in the improved management of the university's resources, the Full Economic Costing initiative will be implemented, including completion by all academic staff, on an individual basis, of the Academic Activity Profile.

ACADEMIC CONTRACT

The following key provisions of the academic contract shall apply.

1. DUTIES

Duties shall include, but will not be limited to, the following:

1.A. Teaching

As part of your normal teaching duties you are obliged to give instruction and supervision, as directed by the Head of School, to students of the University in courses and programmes organised by your School or to which the School contributes as a service to another School or College. Such duties include curriculum and course design, preparation and delivery of lectures, tutorials and general examination and other assessment duties. You are also required to be available to students for academic counselling and advice. In some disciplines, academic activities may also include laboratory, workshop or clinical instruction, supervision of fieldwork, site visits and other off-campus activities.

1.B. Research

As part of your research duties, you are required to engage in research and other creative and innovative activity as appropriate to your discipline. You are required to disseminate your research in academic publications, other outlets as appropriate and to participate in postgraduate supervision. You are encouraged to engage in initiatives to seek research funding, as appropriate. You are also expected to promote and engage in the development of research across disciplines as well as in your area of research.

1.C. Contribution and Scholarly Activity

As part of your contribution to the School, College and University you are required to participate in academic administration at School, College and University levels. In representing the University externally, you are required to maintain the highest professional standards so that the reputation of the University is enhanced. You are also required to engage in scholarly activity such as, but not limited to, refereeing of journals, membership of discipline related advisory bodies and peer review panels and external examinership duties.

2. FLEXIBILITY AND COOPERATION

You will work flexibly and efficiently, and maintain the highest professional standards in discharging your responsibilities.

During the course of your employment it may be necessary to change your duties and responsibilities, within the general scope of your position, or change your function. The University reserves the right to assign other appropriate duties to you, it being understood that you will not be assigned duties which you cannot reasonably perform.

In the fulfilment of your duties you are required to cooperate with your employer in pursuit of the University's plans, goals and objectives, and to supply whatever data is required for the efficient management of the university including, for example, data required for costing and workload management and allocation purposes.

3. EXTERNAL ACTIVITY

Subject to the specific requirements of the University's policy on external activity as amended from time to time, any external employment, self-employment, working partnerships or consultancy work entered into by you must not conflict with the interests of the University or impact negatively on the performance of your normal duties, and must have the prior written approval of the university.

4. ACADEMIC FREEDOM

Consistent with the provisions of the Universities Act 1997, a member of the academic staff of a university shall have the freedom, within the law, in his or her teaching, research and any other activities either in or outside the university, to question and test received wisdom, to put forward new ideas and to state controversial or unpopular opinions and shall not be disadvantaged, or subject to less favourable treatment by the university, for the exercise of that freedom.

5. PROFESSIONAL DEVELOPMENT AND PERFORMANCE MANAGEMENT

You are expected to continue your professional development during the term of this contract. You are required to participate in the University's Performance Management and Development programme.

6. ATTENDANCE AND HOURS OF WORK

Save as necessitated by the efficient exercise of your duties or approved absence, you will attend at your place of work during the working week and for the duration of the college year which is of 12 consecutive calendar months duration. It is understood that your place of work will principally be the university at campus but that it may be varied from time to time to include other locations consistent with the requirements of your work.

Taking account of the provisions of the Organisation of Working Time Act 1997, you will work such hours as are reasonably necessary for the proper performance of your duties and responsibilities.

7. SALARY PROGRESSION

Salary progression shall be dependent upon satisfactory performance.

8. ANNUAL LEAVE

Within your overall annual leave provision, the University reserves the right to allocate and schedule annual leave, this to include a period of Summer leave, in accordance with the needs of the University. All annual leave arrangements must be agreed in advance with the Head of School. Adequate prior notice must be given to the University of your intention to take annual leave.

9. DISCIPLINE/DISMISSAL

The University may impose disciplinary sanctions up to and including the termination of your appointment in accordance with such procedures as established from time to time and subject to any applicable employment legislation.

10. TENURE

The University recognises the principle of tenure for permanent Officers of the University and the need to protect such Officers during their employment with the University through the provisions contained in the relevant university statute/s. Such tenure shall be governed by the provisions of those statute/s, the Unfair Dismissals Acts 1977 – 2007 and the relevant provisions of the Universities Act, 1997.

Tenure affords protection to a permanent academic staff member against termination of his/her academic appointment by the University except (i) in accordance with lawful decision and for valid reason (including dismissal on grounds of capability, conduct, competence, performance, or other substantial grounds that would justify dismissal), and (ii) in accordance with the appropriate procedures specified in the relevant university Statute/s.

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