

# LRC PROPOSALS

## PUBLIC SERVICE STABILITY AGREEMENT 2013 – 2016



## ***THE HADDINGTON ROAD AGREEMENT***

*May 2013*

# Table of Contents

	Page
<b>Foreword by the Labour Relations Commission (LRC)</b>	<b>2</b>
Executive Summary	3
Introduction	4
Pay and Productivity Measures	6
Workplace Reform	11
Exit Mechanisms	16
Implementation	17

## Appendices

1. Proposals for Irish Prison Service	18
2. Proposals for Defence Sector	20
3. Proposals for An Garda Síochána	23
4. Proposals for Civil Service and NCSSBs	25
5. Proposals for Education Sector	29
6. Proposals for Local Authority Sector	35
7. Proposals for Health Sector	37
8. Proposals for Craft Group	46
9. Implementation of Additional Hours for Certain Grades	47



## Foreword

The Labour Relations Commission issued earlier proposals to the parties in February 2013 and those proposals were not accepted by the Trade Union side. At the behest of Government the Chief Executive of the Commission and the Director and Deputy Director of the Commission's Conciliation Service then met with all of the Trade Unions and Associations representing staff in the Public Service in order to assess the potential that might exist for further engagement in an effort to find an agreed way forward. The Commission was made aware that Government's intention to secure the identified level of payroll and pension savings remained and that if necessary the Government would legislate to achieve those savings. The Government also emphasised to the Commission its preference for a collective agreement as the means to secure the identified level of savings and its commitment to engage fully in any process the Commission would put in place to attempt to achieve an agreement.

The Commission, following its process of assessment, took the view that it should facilitate dialogue and engagement between the parties to explore to the fullest the potential for agreement. The Commission has therefore chaired extensive and intensive conciliation and mediation between Government and all Trade Unions and representative bodies across every sector of the Public Service. All aspects of the challenge of finding agreement were explored in great detail in a process which focused on each sector of the Public Service separately. That process concluded on the morning of 21<sup>st</sup> May 2013.

This document captures all of the positions reached in that process of engagement and sets out the detail of potential collective agreements for consideration by the Trade Unions and representative associations. The Commission understands that the Government will conclude a collective agreement on these terms with any Trade Union or association confirming its acceptance of the position reached and set out in this document. The Commission is also clear that where a collective agreement is reached the terms of that agreement will apply to the staff covered by that agreement as opposed to any other terms which may be set out in legislation, circular or regulation designed to achieve the payroll and pension savings identified by Government.

The Labour Relations Commission confirms to all parties that the positions set out in this document represent the limit of what can be achieved by negotiation between the parties in all of the circumstances applying at this time. On that basis the Commission puts the positions set out as its proposals for collective agreement between the parties. Any anomalies or matters of practical application that arise should be addressed using the procedures contained in this agreement.

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# Labour Relations Commission Proposals, May 2013

## EXECUTIVE SUMMARY

Ireland is committed to reducing its general government deficit – the gap between Government revenues and spending, which must be financed by borrowing – to less than 3% by 2015.

As the Pay and Pensions Bill accounts for 35% of spending, the Government have decided that a proportionate contribution to the necessary overall additional expenditure reduction required must come from this area.

The Parties are agreed on the following series of pay and productivity measures to be implemented in order to achieve the necessary €1 billion savings in the cost of the pay and pensions bill over the 3 years from 2013 to 2015.

The Parties acknowledge the significant level of reform that has taken place across the public service under the *Public Service Agreement 2010-2014*. However, they also agree that further measures are required to underpin the delivery of a more integrated, efficient and effective public service. Under this Agreement further sustainable reform measures will be implemented in the following areas:

- ◆ Redeployment
- ◆ Performance management
- ◆ Flexible working arrangements
- ◆ Work-sharing arrangements
- ◆ Workforce restructuring.

The Government reaffirms the commitment given under Paragraphs 1.6 and 1.15 of the Public Service Agreement in relation to pay rates of public servants and compulsory redundancy, subject to the provisions set out in this Agreement.

This Collective Agreement, subject to ratification by the Parties, will apply for a period of 3 years from 1<sup>st</sup> July 2013. The pay and productivity provisions set out in this Agreement will be implemented with effect from 1<sup>st</sup> July 2013.

# 1 INTRODUCTION

## Context

- 1.1 Since 2008, expenditure reducing and revenue raising measures designed to save approximately €25 billion (around 16% of 2011 GDP) have been implemented. These measures have been wide-ranging and have had a significant impact on the living standards of all the citizens of the State, including public servants.
- 1.2 Ireland is committed to reducing its general government deficit – the gap between Government revenues and spending, which must be financed by borrowing – to less than 3% by 2015. Given the volume of borrowing required, the State's debt-to-GDP ratio is set to rise further to over 120% of GDP and the proportion of revenue that goes towards servicing that debt will also increase.
- 1.3 The deficit for 2012 is estimated to be just under 8% of GDP, or over €15 billion in Exchequer terms. The Parties recognise the very large challenge remaining, both in terms of revenue streams and reducing public expenditure, to reduce that deficit to the necessary sustainable level over the years ahead.
- 1.4 The Government's Medium Term Fiscal Statement indicates that, in addition to the overall fiscal consolidation of €3.5 billion required for 2013, an additional €3.1 billion in savings and revenue-raising measures must be identified for 2014 and €2 billion in 2015.
- 1.5 The scale of consolidation required can only be achieved with a contribution from all the main components of public expenditure. As the pay and pensions bill accounts for 35% of spending, a proportionate contribution to the necessary overall additional expenditure reduction required must come from this area. This will involve a further reduction of some €1 billion in the cost of the pay and pensions bill over the 3 years from 2013 to 2015. These savings must be over and above savings already identified for the pay bill through to 2015 and a substantial portion, some €300 million, must be delivered in 2013.

## Contribution of public servants to date

- 1.6 The Parties acknowledge the substantial contribution made by public servants to the fiscal consolidation process to date. This contribution has involved:
  - Non-payment of general round increases under the terms of the *Towards 2016 Review and Transitional Agreement* and certain other 3<sup>rd</sup> party recommendations;
  - Pay reductions averaging 14% arising from the introduction of the Pension Related Deduction in 2009 and the pay reductions introduced in January 2010;
  - An ongoing pay freeze; and
  - Deductions from public service pensioners.
- 1.7 Furthermore, the ongoing efforts of workers across the Public Service to maintain and enhance services to the public, as staff numbers have reduced by more than 30,000, is also acknowledged.
- 1.8 The Parties also recognise that €1.5 billion in pay and non-pay savings were delivered with the co-operation of staff under the *Public Service Agreement 2010-2014* in its first two years, as outlined in the annual progress reports published by the Implementation Body. Significant reform of the way public services are delivered has also been achieved and is detailed in these reports.

## This Agreement

- 1.9 This Agreement sets out measures on productivity, cost extraction and reform which together will achieve the targeted pay bill reduction. The Agreement builds on the measures set out in the *Public Service Agreement 2010–2014* which began the process of delivering an increasingly integrated and more productive Public Service, with greater standardisation of employment conditions within and across sectors of the Public Service.
- 1.10 The Parties agree to continue to work within the framework of the Public Service Agreement and reaffirm the overall commitments provided within it, subject to the matters set out in this Agreement. The Parties will also continue to co-operate fully with change and reform measures advanced under the framework of the Public Service Agreement.
- 1.11 The Parties are agreed that the public service should continue to support employment and activation measures for the unemployed, including apprenticeship/traineeship opportunities. The parties agree to work together to support the development and implementation of well-designed employment initiatives within the public service.
- 1.12 This Agreement, subject to ratification by the Parties, will apply for a period of 3 years from 1<sup>st</sup> July 2013.

## Review of this Agreement

- 1.13 The Government reaffirms, subject to Paragraph 1.14 below, that public service pay and any related issues will not be revisited over the lifetime of this Agreement.
- 1.14 However, in the event that the commitments or assumptions reaffirmed under this Agreement must be revisited, the Parties will meet to discuss the circumstances that had arisen and the implications for the Agreement. The Government confirms, in this regard, that it will not act without prior engagement with the parties on what may be required.

## 2 PAY AND PRODUCTIVITY MEASURES

- 2.1 The Parties agree that the following measures will be implemented in order to generate the required saving of €1 billion in the Exchequer pay and pensions bill by 2015.
- 2.2 Unless otherwise specified, the measures set out in this section and any sectoral appendix to this part will be implemented from 1<sup>st</sup> July 2013. The Parties note that a number of these measures will require legislative change. The measures set out in this section will be applied save as may be varied in relevant sectoral appendices.
- 2.3 When economic circumstances allow and the public finances are restored to a sustainable position, the pay measures that have applied to public servants, including those under this Agreement, will be reviewed. As was stated in Paragraph 1.16 of the *Public Service Agreement 2010 – 2014*, it is reaffirmed that priority will be given to public servants with pay rates at €35,000 or less in that review.

### Additional working hours

- 2.4 The standard working hours of public servants will increase as follows:
  - Those with a working week of **35 hours or less** (net of rest breaks) will increase to a minimum of a 37 hour week. The implementation of these additional hours for specific groups is subject to the arrangements set out in Appendix 9.
  - Those with a working week that is **greater than 35 hours but less than 39 hours** (net of rest breaks) will increase to a 39 hour week.
  - Working hours of those currently with a net working week of **39 hours or greater** will remain the same. However, an hour of overtime worked each week for these grades will be unpaid until 31<sup>st</sup> March 2014.
- 2.5 The actual implementation of these proposals will require detailed consultation at workplace level in order to maximise the capacity to accommodate issues for affected individuals.
- 2.6 Extra hours worked will be deployed and may be aggregated on a daily, weekly or annual basis as best meets service demands, following local consultation, based on the principles agreed in each sector.
- 2.7 The gross working week, inclusive of breaks, will increase as appropriate to reflect the increased net hours worked and divisors for the calculation of overtime will be adjusted accordingly.
- 2.8 Staff will co-operate with the revisions to rosters necessary for the full deployment of the additional hours and with any consequential revisions.
- 2.9 No cost increasing claim will be made consequential on the increase in working time, including of leave.
- 2.10 Nothing in this Agreement shall serve to restrict working arrangements involving greater flexibility in those sectors where they currently exist.

## Overtime

- 2.11 Overtime arrangements are revised as follows:
- a) For those on salaries of up to €35,000 (inclusive of allowances in the nature of pay), overtime will be paid at time and a half at the first point of the appropriate scale. This formula will not apply to any scale where this provision would result in overtime being paid at less than time at any point on the scale. In the case of such scales, the formula set out in (b) below will apply.
  - b) For those on salaries (inclusive of allowances in the nature of pay) of €35,000 or greater, overtime will be paid at the rate of time and a quarter at the individual's scale point.
- 2.12 Divisors for the calculation of overtime will be adjusted to take account of any additional hours provided for above.
- 2.13 For those grades currently with a working week of 39 hours or more (net of rest breaks), an hour of overtime worked each week will be unpaid until 31<sup>st</sup> March 2014.

## Premia

- 2.14 Sunday staffing and other reforms: Management will actively seek to reduce the overall numbers of staff rostered for duty on Sundays. At the same time, all staff will co-operate with measures to achieve the most cost-effective skill-mix and staffing ratios to meet service needs. An intensive engagement process will begin immediately to review existing skill mix and staffing ratios to ensure that these identified needs are met. Co-operation will be forthcoming for other measures to improve efficiency and effectiveness of hospital services, in particular concentrating as much care provision as possible into the Monday to Saturday period. Staff co-operation will be forthcoming for the establishment of hospital groups and for the re-organisation of services within and between those groups.
- 2.15 Twilight payments and any equivalent payments across sectors, will no longer be payable.

## Increments and related balancing measures

- 2.16 For those on salaries below €35,000 (inclusive of allowances in the nature of pay), a three month increment freeze will apply during the Agreement. This freeze will take effect after the next increment is paid with the following increment being awarded in fifteen months rather than twelve, or equivalent if the increment interval is longer.
- 2.17 For those on salaries between €35,000 and €65,000, inclusive of allowances in the nature of pay, two three-month increment freezes will apply (total of a six month freeze) during the Agreement. As above, this would take effect after the next increment is paid but for two consecutive years there would be a fifteen month period between increment dates. If the increment interval is longer than 12 months, the freeze will be for a single 6 month period.
- 2.18 For those on salaries above €65,000 (inclusive of allowances in the nature of pay) to the max of the Principal (higher) scale or equivalent in the civil service or similar across the public service, two six month increment freezes will apply. These freezes will take effect after the payment of the next due increment with the following two increments being awarded in 18 months rather than 12 months, or equivalent if the increment date is longer.
- 2.19 Incremental progression will be suspended for three years for those on salaries scales starting over €100,000 (inclusive of allowances in the nature of pay).

- 2.20 Where an employee's salary (inclusive of allowances in the nature of pay) surpasses €35,000 during the Agreement, a second incremental freeze of three months will apply, in accordance with the arrangements for those on salaries between €35,000 and €65,000, inclusive of allowances in the nature of pay outlined above.
- 2.21 If a person's salary increases above €65,000 (inclusive of allowances in the nature of pay) during the Agreement, the pay reduction provisions outlined below will apply.
- 2.22 For those currently on the final point on the incremental scale and with salaries between €35,000 and €65,000 (inclusive of allowances in the nature of pay), the following arrangements will apply, apart from those grades with an annual leave entitlement of 23 days or less, in the interests of equity:
- A total reduction of annual leave entitlement over the period of the Agreement of 6 days:  
**Or**
  - A cash deduction from salary of an equivalent amount to the value of the 6 annual leave days or a half of the most recent increment, whichever is the lesser.
- 2.23 For those on salaries between €35,000 and €65,000 (inclusive of allowances in the nature of pay) and who reach the maximum of the scale following a single 15 month incremental period, a reduction of annual leave entitlement of 3 days will apply, or an equivalent amount to the value of the 3 annual leave days or a quarter of the most recent increment, whichever is the lesser.

## Higher remuneration

- 2.24 In addition to the measures on increments above, and as a means to ensuring broad equity of contribution, the Parties note that the Government intends to apply a reduction in pay for those on salaries of €65,000 and greater (inclusive of allowances in the nature of pay) as follows:

<b>Annualised amount of Remuneration</b>	<b>Reduction</b>
Any amount up to €80,000	5.5%
Any amount over €80,000 but not over €150,000	8%
Any amount over €150,000 but not over €185,000	9%
Any amount over €185,000	10%

- For those on salaries (inclusive of allowances in the nature of pay) above €65,000 to the max of the Principal (higher) scale or equivalent in the civil service or similar across the public service, the reduction in pay above will be restored to the pay rate that they would have had, but for the pay reduction, within a maximum of 18 months of the end of this 3 year Agreement between the parties which is intended to commence with effect from 1<sup>st</sup> July 2013. The restoration will be in two equal phases – the first after 9 months and the second 9 months later.
- In relation to impacts at the margin, salaries will not fall below €65,000 as a result of the application of this reduction.

- Salary scales above €100,000 will be reduced by the appropriate percentage based on the application of the reductions above.
- Detailed guidance and circulars in relation to the application of the above measures will be prepared.
- The Government has also indicated that it intends to provide in the legislation for a grace period during which both the reduction in pay and any deferral of increment progression will be disregarded.

## Other pay related measures

- 2.25 **Allowances:** There will be full co-operation by the Parties with the follow up to the Government's Allowances Review, taking account of the recommendations contained in Labour Court Recommendation 20448. In accordance with that Recommendation, the Parties agree to enter into central negotiations with a view to reaching a generally applicable agreement on measures by which loss arising from the elimination of pensionable allowances can be ameliorated. Where a dispute arises during the course of this process, the Parties agree to use the agreed industrial relations machinery appropriate to each sector and to be bound by its outcome (See Section 5.1).
- 2.26 **Travel and Subsistence:** The Parties note that the Government intends to review Travel and Subsistence arrangements. There will be full co-operation by the Parties with the review and the implementation of a standardised system of Travel and Subsistence across the Public Service.
- 2.27 **Public Service Pensions:** Separately, to this Agreement, the Parties note that the Government intends to align the reductions in public service pensions in payment with the reductions applied to serving staff. The Parties note that this measure will apply to pensions in payment greater than €32,500 only.
- 2.28 **Use of external consultants by public bodies:** The Staff side have expressed considerable concern at what they believe to be excessive use of external consultants in the Public Service. The Government, for its part, shares these concerns regarding the costs to the Exchequer of the use of outside consultancy and re-affirms its commitment to maximising the potential of in-house expertise to deliver further savings in this area. The recent procurement reform programme to achieve between €250m to €600m of savings is welcomed. It is expected that savings in consultancy contracts will be a key element of this Programme.
- 2.29 **New Entrant Salary Scales:** In order to address the imbalance between those who entered the Public Service since 2011 and those who entered before that date, revised incremental salary scales shall be prepared for same grade entrants to each public service sector as necessary to incorporate the revision of salary scales introduced by Government Decision in January 2011.
- 2.30 **Pension-related Deduction – Rate Adjustment:** The present rates and bands of the Pension Related Deduction are set out in the Table hereunder:

Bands and Rates	
€15,000	Exempt
€15,000 - €20,000	5.0%
€20,000 - €60,000	10.0%
Above €60,000	10.5%

As part of the Agreement, it is agreed to reduce the €15,000-€20,000 band rate to 2.5% from 5% to produce the following Table:

<b>Bands and Rates</b>	
€15,000	Exempt
€15,000 - €20,000	2.5%
€20,000 - €60,000	10.0%
Above €60,000	10.5%

### **3 WORKPLACE REFORM**

- 3.1 The Parties re-affirm Paragraph 1.4 of the *Public Service Agreement 2010-2014* which states that:

*"In order to sustain the delivery of excellent public services alongside the targeted reduction in public service numbers over the coming years, the Parties accept that efficiencies will need to be maximised and productivity in the use of resources greatly increased through revised work practices and other initiatives. The Parties will work together to implement this Agreement to deliver an ongoing reduction in the cost of delivery of public services along with excellent services to the public."*

- 3.2 Accordingly, the Parties have agreed that the following measures will be implemented as a priority over the lifetime of this Agreement.

#### **Further headcount reduction**

- 3.3 The Parties recognise that the provision of additional working hours and related productivity measures in this Agreement have the potential to facilitate further reductions in staff numbers over the course of the Agreement, subject to decisions by Government in relation to such issues. The Parties accept that it is appropriate to make provision for annual pay bill savings in respect of such reductions.
- 3.4 Redeployment in the Public Service is critical to supporting the maintenance of front line public services as staff numbers are reduced. The current redeployment arrangements are being revised to make them more efficient and effective to ensure more flexible and faster redeployment both within and across all sectors. It is necessary to improve the flow of staff across the Public Service, and to ensure that suitably skilled staff are available to meet the identified organisational, operational and business needs of public service organisations.
- 3.5 To assist this process, Workforce Planning will become the norm across public service bodies. Workforce Action Plans will match resources with business/sectoral policy needs within the Employment Control Framework (ECF) disciplines. The process will support management in identifying the skills deficits as well as staff surpluses within organisations as part of a consistent and structured resourcing policy.

#### **Redeployment**

- 3.6 The Parties reaffirm the commitments given in paragraph 1.5-1.12 of the *Public Service Agreement 2010-2014*, including those relating to service reconfiguration.
- 3.7 Across all sectors the guideline redeployment distance will continue to be 45km from the current work location or of the home address, whichever is the shorter commute. Regard will also be had to reasonable daily commute time (i.e. as per the *Public Service Agreement 2010-2014*). In line with the *Public Service Agreement 2010-2014*, redeployment options may of necessity be beyond this guideline distance and in such circumstances, consultation will take place in relation to the assignment on offer.
- 3.8 Where redeployment is not an option and taking account of the business needs of the organisation there may be circumstances where voluntary departure would be appropriate. In such situations there will be discussions with the relevant unions on the terms of any arrangement (which will be in line with any centrally agreed arrangements).

3.9 The existing provisions in the *Public Service Agreement 2010-2014* are reaffirmed but to enhance management flexibility and optimise the redeployment arrangements the following changes will be introduced for the Civil Service and NCSSBs and for cross-sectoral redeployment:

- Departments should identify staff for redeployment as follows:
  - Where an activity or programme is no longer being carried out, the posts associated with that activity or programme should be deemed to be surplus and available for redeployment. Surplus posts may also arise as a result of rationalisation, reconfiguration, reorganisation or restructuring of services or functions or as a result of the ECF or in line with business needs.
  - The Department should identify the number of posts at each relevant grade which are surplus and the location of the surplus. Once a surplus has been established on this basis the identification of staff to be redeployed will proceed as follows: (i) volunteers will be sought for the Redeployment Panel and (ii) if the number of volunteers falls short of the surplus, LIFO will be applied, as appropriate.
- Redeployment must occur seamlessly across the public service, particularly at regional level. This will continue to be facilitated by the Public Appointments Service (PAS) which will strengthen the systems in place to match surplus staff with vacancies on a geographic basis within the guideline distance. Specifically:
  - The operation of the redeployment arrangements will be based on the "best fit" for the vacancy in the location. In this context, every opportunity should continue to be taken for re-skilling and re-assignment as the key method to seek to retain and secure employment in comparable roles in the Public Service.
  - The appropriate match will be determined by the PAS in conjunction with the organisation's sectoral liaison officer/contact point and its respective management within a period not exceeding one month of notification of the vacancy.
  - To assist the assignment process and to ensure the selection of the "best fit" for the vacancy, each individual assigned to the Resource Panel must submit a CV with a profile of skills, competencies, knowledge and career experience. The PAS in conjunction with the receiving organisation will conduct a selection process to establish the suitability of individuals for the vacancy concerned.
  - Where a staff member wishes to appeal a redeployment assignment, whether cross-sectoral or within the civil service, such an appeal will be considered by an agreed adjudicator who will issue a decision within the terms of the scheme within 21 days and whose decision will be binding on all parties and will be final. In all instances the individual will be required to take up the position offered in advance of the adjudication process.

## Workforce restructuring

- 3.10 Significant progress has been made on restructuring the Public Service since 2008 and, in particular, since 2010, under the framework of the Public Service Agreement.
- 3.11 However, it is necessary to look at further ways to streamline the Public Service given the ongoing challenges it faces. Specifically, each sector will:
- Bring forward proposals for grade rationalisation with a view to restructuring grades in each sector by 2014;

- Develop and implement proposals to further reduce management numbers by increasing the span of control (ratio of staff to management) across all management and supervisory grades where appropriate. This ratio will vary to reflect the business of the organisation concerned.
- 3.12 In recognition of on-going resource constraints, there will be flexibility around traditional grade demarcations.

## Strengthening performance management

- 3.13 The Parties are agreed on the need to nurture a high performing public service. While progress has been made in this area, it is accepted that further steps need to be taken urgently to strengthen performance management systems and procedures in place across the Public Service.
- 3.14 Specifically:
- During the lifetime of this Agreement, the introduction of performance management systems will be accelerated at the level of the individual in all areas of the Public Service where they do not currently exist.
  - Where necessary, existing arrangements will be revised to ensure that:
    - Managers are held to account for managing the performance and development of their staff. This must be a key goal for all managers and taken account of in their own performance reviews.
    - Procedures to deal with underperformance will be streamlined to be more effective.
    - The performance of individual public servants is managed and assessed against agreed objectives.
  - Performance improvement action plans will be developed for individuals identified as having performance issues clearly setting out the performance issues that need to be addressed over a defined timeframe. There will be active management of the performance improvement action plans. In instances where performance has not been satisfactorily addressed within the timeframe set down, procedures to deal with underperformance will be invoked.
  - Where performance does not improve to a satisfactory level within an agreed timeframe, disciplinary procedures may apply.
  - The performance of senior managers is critical to supporting the effective delivery of quality public services and never more so than in a climate of significantly reduced resources. Measures will be introduced to further develop and enhance a culture of performance across the management cohort of the Public Service. These measures will include the introduction of management performance agreements.

## Work-sharing

- 3.15 It is acknowledged that flexibility in attendance arrangements can, where they can be accommodated, contribute to efficient and effective business performance while enabling staff to balance work and personal life requirements. Accordingly the public service has been to the fore in pioneering flexible attendance patterns. Nevertheless, the multitude and variety of work sharing patterns in place, in some sectors, has created a significant management challenge and overhead and is impacting on the capacity of organisations to deliver their services. Therefore, in order to support the effective management of increasingly scarce staff resources into the future and the protection of services to the public, the following principles will apply:

- The implementation and operation of the work-sharing arrangements is at the discretion of management, who retain the discretion to alter, reduce and/or standardise the range of work sharing patterns available to staff having regard to the specific business needs of their organisation.
- No work-sharing pattern approved in the future should be less than 50% of full time working hours. Staff currently on patterns of less than 50% can retain the work pattern on a personal to holder basis.
- In line with previous agreed arrangements, each individual's work-sharing arrangements will be formally reviewed on an annual basis (or earlier if required). Where such a review has not yet taken place a review must be completed by the end of 2013.
- Management's discretion to alter or change an individual's work-sharing arrangements, on the giving of due notice (3 months), is confirmed. Management reserves the right, on reasonable business grounds and with reasonable notice, to refuse access to the scheme, to require a person to vary their work-sharing arrangements, or to require a person to resume full time work.

## **Flexible Working Arrangements (Flexitime)**

- 3.16 The parties agree that management has the responsibility and the right to actively manage flexible working arrangements in their organisations. This will help to build on the work done to date in reviewing and revising work practices to ensure that, in a context of reduced resources and numbers, as well as additional working hours, the Public Service will continue to provide the required level of service to the public and to contribute to economic recovery.
- 3.17 While the rationale for this flexibility is acknowledged, it is now necessary to update the arrangements to better reflect the current needs of organisations, in the context of falling numbers in the public service, changing demands in terms of services to the public and the additional working hours under this agreement. In this context, it may be necessary to amend the core time bands to reflect the extended hours of working and to meet business needs following local consultations. Flexible Working Arrangements (FWA) are only possible so long as they support and enhance the efficient operation of Departments/Offices. In particular, all areas must always be appropriately staffed during the working day, including lunch breaks; all arrangements must ensure that this is consistently the case.
- 3.18 The current FWA arrangements will continue to apply subject to the following amendments:
- FWA will continue to be available for staff up to Higher Executive Officer (HEO) grade and its equivalents in the Civil Service and other sectors, as appropriate.
  - FWA will not apply to staff at the Assistant Principal Officer (APO) grade and its equivalents in the Civil Service and other sectors, except for those staff who already have this arrangement.
  - With effect from 1<sup>st</sup> July 2014, the maximum amount of flexi leave allowed in any flexi period is one day.
  - No change is proposed to the existing terms of the Flexitime Agreements with regard to the amount or the use of hours to be carried over.

## **Outsourcing**

- 3.19 The Parties reaffirm that the principles and procedures set out in the Appendix: Service Delivery Options to the *Public Service Agreement 2010-2014* will continue to apply, and in that context the relevant Trade Unions will be consulted on all aspects of the public procurement process, including

the tendering process, at key stages before decisions are made, consistent with the requirements of EU and national procurement law and commercial sensitivity. The Parties also note in this regard the mechanism established under paragraph 13 of the Agreement.

- 3.20 Management will put in place engagement between the Union side and the National Procurement Office to review mechanisms in place to ensure compliance with the terms of the Agreement and to achieve a joint understanding on arrangements to deliver on the commitments of the Parties. The Official side also agree to ongoing engagement over the lifetime of the extended agreement.
- 3.21 The Chairman of the Construction National Joint Industrial Council and the Chairman of the Electrical Industry National Joint Industrial Council will convene an engagement between the two Councils and the relevant senior officials on the official contract management side to engage in relation to the effective compliance in public contracts with the terms of employment law, including with the terms of relevant Registered Employment Agreements (REAs). This engagement will take place within 6 weeks of the adoption of the extended agreement.
- 3.22 Should it be required, the Parties commit to a joint review of the operation of the Appendix, under the auspices of the Labour Relations Commission. That review will be completed within a period of 3 months of its initiation. The Commission undertakes to make proposals to support the operation of the appendix, should the Parties' joint review not have found consensus on the matter.

## 4 EXIT MECHANISMS

- 4.1 To facilitate the necessary reduction in numbers of public servants, the moratorium on recruitment to and promotion in the Public Service and other employment numbers control mechanisms will continue to apply until numbers in each sector have fallen to the appropriate level specified in the Employment Control Framework (ECF) for that sector. In addition, where the circumstances require it, the Government may offer voluntary mechanisms to exit the Public Service, whether generally or in specific sectors, bodies, locations or services.
- 4.2 The Government reaffirms the commitment given under Paragraph 1.6 of the *Public Service Agreement* that compulsory redundancy will not apply within the Public Service. However, this commitment is subject to the following exceptions:
  - Where existing exit mechanisms have applied, such arrangements will continue.
  - The commitment on compulsory redundancy continues to be subject to the agreed flexibility on redeployment being delivered. Where redeployment is not an option and taking account of the business needs of the organisation there may be circumstances where voluntary departure would be appropriate. In such situations there will be discussions with the relevant unions on the terms of any arrangement (which will be in line with any centrally agreed arrangements).
  - Agreed procedures for managing instances of consistent performance issues will be actively pursued.
- 4.3 Where voluntary redundancy is offered in the Public Service, the terms of the collective agreement reached between the Government and the Public Services Committee of ICTU on redundancy payments to public servants will apply.

## 5 IMPLEMENTATION

### Dispute resolution

- 5.1 The Parties reaffirm their commitments under paragraphs 1.23 to paragraphs 1.27 in the *Public Service Agreement*, in particular the commitments given to resolving industrial relations disagreements within the Public Service promptly, using all available dispute resolution mechanisms (both statutory and non-statutory) with the outcome of the process final and binding on all Parties.
- 5.2 The Parties note that the legislative constraints imposed on the employer in the context of the financial emergency will continue to be the context for any claims made for improvement in pay or conditions of employment, and reaffirm the commitments given under paragraph 1.27 in that regard.

### Anomalies

- 5.3 The parties recognise that the complexity of the measures contained in this Agreement are such that unforeseen anomalies can arise. The Parties undertake to interpret this Agreement in good faith and to approach the resolution of any such anomalies in a positive fashion commensurate with the commitments contained within the Agreement. In the event that any anomaly cannot be resolved by agreement, the binding dispute resolution mechanisms provided for under this Agreement should be utilised.

### Oversight and governance arrangements

- 5.4 **Implementation Body:** A group comprising representatives of public service management and the Public Services Committee of the ICTU will meet as required to address any matters of implementation and interpretation that may arise under this Agreement.

# **APPENDIX 1: IRISH PRISON SERVICE COLLECTIVE AGREEMENT**

The Irish Prison Service must secure savings of €12.42 million attributable to measures agreed as an extension to the *Public Service Agreement 2010-2014*. These measures must ensure the maintenance of the Prison Service on a safe and secure basis within the constraints outlined in Chapter 4.1 of that Agreement.

To build on the progress already made, both in the Proposal for Organisational Change (PFOC) and the *Public Service Agreement*, and to achieve greater efficiencies and modernisation it will be necessary to examine the organisational, structural and operational arrangements of the IPS, and implement such changes as are necessary so that prisons can operate in the most effective (including cost-effective) and efficient manner.

The changes to be implemented may include:

- Changes to the proportion of staff to be assigned to each of the current bands of Additional Hours so that ten per cent of prison staff who use additional hours be assigned to the zero hours band (Band 0); ten per cent be assigned to the 112 hours band (Band 1); ten per cent be assigned to the 240 hours band (Band 2); and seventy per cent be assigned to the 360 hours band (Band 3). The reduction in hours usage will be removed from the AH budget.
- The rationalisation and consolidation of grades such that the grade of Chief Trades Officer 1 (Regional Manager) is terminated and the duties attached are subsumed within the existing management structure of the Building Services Division.
- The rationalisation and consolidation of grades such that the grade of Industrial Supervisor is terminated and the duties attached are subsumed within the revised supervisory structure of the prison work training regime.
- The introduction of a centralised detailing model such that the rostering and detailing of staff in all parts of the IPS is done remotely, and the requirement for specialist detailing staff in each prison and ancillary service of the IPS is reduced as far as possible.
- The alignment of Annual Leave of all grades in the Prison Service with the provisions of the relevant Circulars.
- A reduction in the expenditure on agency and locum healthcare staff, consequent on the staffing of this area in accordance with the agreed report on the task review.
- A reduction in the expenditure on trades contract staff and other maintenance contract services, consequent on the staffing of this area in accordance with the agreed report on the task review.
- The introduction of an automatic key and radio disbursement facility.
- The removal of all acting-up allowances, with all vacancies arising to be filled through use of existing resources, including relief panels in line with the IPS internal competition procedure. Details of these arrangements are to be agreed between the parties.
- The pursuance of efficiencies across the Justice sector, including specifically video-linking for court appearances, the introduction of electronic warrants, the closure of prison main gates after certain times, resolution of issues regarding Production Orders and Special Criminal Court warrants, and issues around the escorting of prisoners.
- The progression of Prison Administration and Support Officer (PASO) grade staff to other grades within the Prison Service as part of their career path options, details of which to be arranged between the parties.

- Develop/explore potential for one committal prison for Dublin.
- Review operation of St. Patrick's Institution to sex offender/protection.
- Review senior management attendance at weekends.
- Review of the grade structures of the Irish Prison Service with a view to achieving a reduction in supervisory grades.
- Extending PASO grades, for example, Medical Filing/Booked visits/Central Detail/Healthcare - target of 50 over period of Agreement.
- Pursuance of reform measures – eliminate grace periods/full implementation of campus structures to include unitary staffing.

The savings generated by the implementation of these measures will be aggregated and included towards the achievement of the savings target set for the IPS.

In the event that the necessary level of savings outlined above cannot be clearly identified by the end of this process it may be necessary to introduce changes to ensure the required level of savings is delivered. In the event that such proposals are tabled by either side any issues arising will be considered by the Parties for early resolution. Where agreement cannot be reached at this level the dispute resolution mechanism set out in the main civil service document will apply.

Nothing in this Agreement will be taken to imply anything beyond the terms of the Agreement.

## APPENDIX 2: DEFENCE SECTOR COLLECTIVE AGREEMENT

This Agreement is an extension to the *Public Service Agreement 2010-2014* and the Defence Sectoral Agreement concluded as part of that Agreement. The Parties to this Agreement are the Department of Defence and the representative associations of the Permanent Defence Force, namely, RACO and PDFORRA. This Agreement shall enter into force on 1<sup>st</sup> July, 2013.

The Parties accept the principles, objectives and obligations set out in the extension to the *Public Service Agreement 2010-2014*, while also accepting that any additional flexibilities that exist currently within the Permanent Defence Force will not be constrained in any way by the provisions of the Public Service Agreement or the extension thereto. In addition to the provisions of the extension to the Public Service Agreement, the Parties have agreed that the following provisions will apply to the Defence Forces from the entry into force of this agreement:

1. The rate of all allowances payable to members of the Defence Forces will be permanently reduced by 10 % (a schedule of these allowances is attached at Annex 1). This provision is without prejudice to the outcome of the review of SDA currently ongoing under the provisions of the current Public Service Agreement.
2. The Saturday and Sunday rates for Security Duty and related allowances as per items (a), (b) and (c) in Annex 1 to this agreement, will be flat rated - i.e. the standard Monday to Friday daily rate for the allowance will be payable for such duties carried out on a Saturday or Sunday. In the case of a member of the Permanent Defence Force performing a 24 hour duty on a Sunday only, a day in lieu will be provided, excluding the following rest off day. This day may be taken within a fixed period subject to local arrangements and the approval of local management.
3. Payment of Special Instructors Allowance to Officers of the Permanent Defence Force will cease from the entry into force of the agreement.
4. Payment of Border Duty Allowance to Officers of the Permanent Defence Force will cease from the entry into force of the agreement.
5. A voluntary scheme to buyout Border Duty Allowance from those enlisted personnel currently in receipt of the Allowance will be implemented. Any enlisted member of the Defence Forces may apply to have the allowance bought out in accordance with the provisions for buyout of allowances provided for under the Public Service Agreement. This provision imposes no obligation whatsoever on management to offer to buy out an allowance where an individual has offered voluntarily to have the allowance bought out and it will be a matter for management to determine on a case by case basis whether and when it will buy out any such allowance.
6. New pay scales will be introduced for Recruits and Privates in the Permanent Defence Force. The new payscales are set out in Annex 2 to this agreement.
7. Driver and Clerk/Clerical Duties, which currently attract Tech 1 Pay, will be incorporated into the standard duties for all members of the Defence Forces where this is not currently the case and, as such, those duties will no longer be the subject of payment of Tech 1 Pay for any new person undertaking such duties not currently in receipt of Tech 1 Pay from the date of entry into force of the agreement. This provision is without prejudice to the outcome of the review of Technical Pay already provided for under the Public Service Agreement.
8. The rate for paid training for members of the RDF will be reduced by 10% subject to consultation with the Reserve Defence Force Representative Association (RDFRA).

9. The Official side will examine in consultation with the Representative Associations the potential for the introduction of a limited and targeted incentivised career break system and early retirement scheme in the Defence Forces for certain limited cadres of personnel. The application of any such scheme, should one be agreed, will be at the sole prerogative of management.
10. In relation to items 3, 4 and 5 above, where there is a requirement to buy out an allowance, the provisions of the Public Service Agreement set out in the clarification letter issued by the Chairman of the LRC relating to the buyout of allowances will apply.

The Parties also accept that savings of approximately €10m per annum by 2015 are to be saved consequent on the measures provided for in this sectoral agreement. The estimated savings from the above measures amounts to €9.79 million and are accepted by the Management side as satisfying the saving requirement from this Agreement.

#### **ANNEX 1 – Schedule of Allowances to which Para 1 above refers**

- a) Border Duty Allowance (Subhead A4.3)
- b) Security Duty Allowances (Subhead A4.4)
- c) Patrol Duty Allowance (Subhead A4.5)
- d) Overseas Allowance (Subhead A4.6)
- e) Other Allowances (Subhead A4.7)

## **ANNEX 2 – New Payscales for Privates and Recruits**

Non Commissioned Personnel	Point	RATE 01/01/11	MSA	ANNUAL PAY RATE	New Points	Proposed New Rates	MSA	ANNUAL PAY RATE	Annual Increment	Reduction on 2011 Rate	Monthly saving per person
Rank											
Private GI/NS 3rd Class		€334.04		€17,370.08		€334.04		€17,370.08		€0.00	€0.00
Private 2 */NS 2nd Class		€410.00	€37.41	€23,265.32		€360.00		€18,720.00		€4,545.32	€378.78
Private 3 */NS 1 st Class											
1st year of service	1	€427.37	€37.41	€24,168.56	1	€360.00	€37.41	€20,665.32	€1,945.32	€3,503.24	€291.94
2nd year of service	1	€427.37	€37.41	€24,168.56	2	€385.00	€37.41	€21,965.32	€1,300.00	€2,203.24	€183.60
3rd year of service	1	€427.37	€103.89	€27,625.52	3	€385.00	€65.00	€23,400.00	€1,434.68	€4,225.52	€352.13
4th year of service	2	€442.64	€103.89	€28,419.56	4	€410.00	€65.00	€24,700.00	€1,300.00	€3,719.56	€309.96
5th year of service	5	€465.94	€103.89	€29,631.16	5	€410.00	€103.89	€26,722.28	€2,022.28	€2,908.88	€242.41
6th year of service	6	€498.42	€103.89	€31,320.12	6	€440.00	€103.89	€28,282.28	€1,560.00	€3,037.84	€253.15
7th year of service	6	€498.42	€103.89	€31,320.12	7	€470.00	€103.89	€29,842.28	€1,560.00	€1,477.84	€123.15
8th year of service	6	€498.42	€103.89	€31,320.12	8	€498.42	€103.89	€31,320.12	€1,477.84	€0.00	€0.00
9th year of service	6	€498.42	€103.89	€31,320.12	9	€498.42	€103.89	€31,320.12	€0.00	€0.00	€0.00

# **APPENDIX 3: COLLECTIVE AGREEMENT FOR AN GARDA SÍOCHÁNA**

Arising from the discussions encompassing a downward adjustment to the overall expenditure of the Garda Exchequer Vote, the Parties have agreed to accept the following measures in order to obtain sufficient cost reductions as an extension to the *Public Service Agreement 2010-2014*. The changes to be implemented include the following items:

The working time agreement and the pilot roster will continue until June 2014 in order to facilitate a review of the roster.

The current annual leave arrangements will pertain for the lifetime of the agreement.

## **Working Hours**

- All Gardaí, Sergeants and Inspectors will work 3 extra days per annum in the calendar years 2013, 2014, 2015. The resultant hours arising from these days will be utilized as follows:
  - 10 x 1 hours to be worked at the start/end of the shift duty
  - 1 day will be worked to a maximum 10 hour day tour (excluding Sundays and Bank Holidays)
  - 1 days overtime (x 1.5) which will be taken as compulsory time-off in lieu.

In addition agreement has been reached to formalise the element in the pilot roster by using 1 days leave to facilitate attendance at Court Trials.

## **Overtime**

- Voluntary overtime to be worked at a rate of time and a quarter rather than a rate of time and a half.

In addition to the central measures as decided in the context of the overall savings in relation to increments and related balancing measures as outlined in the relevant Labour Relations Commission proposals (paras 2.16-2.21) and from higher remuneration (€65k plus), pension costs, the use of short-term, career breaks, incentivised career breaks, unpaid leave and family friendly schemes will also be made available.

## **Review of An Garda Síochána**

To build upon the progress already made in the *Public Service Agreement 2010-2014*, a Review of An Garda Síochána will be undertaken. The following terms of reference will apply.

To review and make recommendations on the use by An Garda Síochána of the resources available to it, with the objective of achieving and maintaining the highest levels of efficiency and effectiveness in its operation and administration.

The review shall encompass all aspects of the operation and administration of An Garda Síochána, including:

- the structure, organization and staffing of An Garda Síochána;
- the deployment of members and civilian staff to relevant and appropriate roles;
- the remuneration and conditions of service of members of An Garda Síochána, including an evaluation of annualised hours/shift pay arrangements;

- the appropriate structures and mechanism for the future resolution of matters relating to pay, industrial relations and attendance matters.

The review to commence no later than 1<sup>st</sup> September, 2013 and to conclude no later than 1<sup>st</sup> June, 2014.

The terms of this Agreement will be lodged at the Labour Relations Commission.

# APPENDIX 4: COLLECTIVE AGREEMENT FOR CIVIL SERVICE AND NCSSBs

## Additional working hours

1. The standard working hours of civil servants will increase as follows:
  - Those with a working week of **35 hours or less** (net of rest breaks) will increase to a minimum of a 37 hour week.
  - Those with a working week that is **greater than 35 hours but less than 39 hours** (net of rest breaks) will increase to a 39 hour week.
  - Working hours of those currently with a net working week **of 39 hours or greater** will remain the same. However, an hour of overtime worked each week for these grades will be unpaid.
2. The implementation of additional hours will be on the basis of the following phased arrangement:
  - The first 2 hours and 15 minutes will be implemented from 1<sup>st</sup> July 2013.
  - Any remaining liability will be implemented from 1<sup>st</sup> July 2015.
3. The normal attendance period will be from 9.00am to 5.45pm Monday to Thursday, and 9.00am to 5.15pm on Friday.
4. In order to cope with work requirements, some flexibility in the use of the extra hours provided for in this agreement will be required in the form of attendance outside these hours in some areas. An option, in some instances where required for business needs, may be to accumulate additional hours so that staff in a particular area may work a reduced per week pattern over a period but owe the additional hours to be utilised to cope with peak work requirements in another period, including outside of normal attendance periods/days.
5. In this regard:
  - Saturday will not be a normal working day, but it could, in certain circumstances, be utilised to cope with cases of peak work requirements, subject to the consultation process outlined.
  - There are no circumstances in which a requirement to attend on Sunday will arise, other than in accordance with existing overtime or other arrangements.
  - It is envisaged that it will be possible to identify the attendance patterns at the start of the calendar year.
  - Agreement shall be reached in these consultations on the maximum hours to be accumulated and the period(s) over which they will be worked.
  - The introduction of these more flexible patterns of attendance will be the subject of detailed consultation at workplace level.
  - Such consultations will commence at least 8 weeks before any accumulated hours are utilised.
  - If agreement on the use of the accumulated hours cannot be reached in any particular case, the binding dispute resolution provisions of this agreement will be utilised.
  - Any such arrangements will be introduced on a pilot basis initially and reviewed after a period of six months in operation.
  - This review will encompass the impact of the arrangements in the work/life balance issues for the staff involved. This consultation will include discussion on the number of flexi periods

designated for the use of accumulated hours and the maximum additional hourly requirement in any flexi period. A norm of 2 consecutive designated flexi periods and of 8 additional hours in a flexi period (where the standard week is 37 hours) will apply unless otherwise agreed.

6. Management will allow persons to opt to remain on their current hours with appropriate pay adjustments for a period, after which the provisions of Paragraph 19 below will apply.
7. The actual implementation of the additional hours proposals will require detailed consultation at workplace level in order to maximise the capacity to accommodate issues for affected individuals.
8. The gross working week, inclusive of breaks, will increase as appropriate to reflect the increased net hours worked and divisors for the calculation of overtime will be adjusted accordingly.
9. Staff will co-operate with the revisions to rosters necessary for the full deployment of the additional hours and with any consequential revisions.
10. No cost increasing claim will be made consequential on the increase in working time, including of leave.

## Overtime

11. Overtime rates of pay will continue to apply, in accordance with agreed overtime regulations, for attendance in excess of the 37 net hours minimum requirement where such attendance is not encompassed as part of an agreed flexible pattern, such as accumulated hours.
12. Overtime arrangements are revised as follows:
  - c) For those on salaries of up to €35,000 (inclusive of allowances in the nature of pay), overtime will be paid at time and a half at the first point of the appropriate scale. This formula will not apply to any scale where this provision would result in overtime being paid at less than time at any point on the scale. In the case of such scales, the formula set out in (b) below will apply.
  - d) For those on salaries (inclusive of allowances in the nature of pay) of €35,000 or greater, overtime will be paid at the rate of time and a quarter at the individual's scale point.
13. Divisors for the calculation of overtime will be adjusted to take account of any additional hours provided for above.

## Redeployment

14. The existing provisions in the Public Service Agreement are reaffirmed but to enhance management flexibility and optimise the redeployment arrangements the following changes will be introduced for the Civil Service and NCSSBs and for cross-sectoral redeployment:
  - Departments should identify staff for redeployment as follows:
    - Where an activity or programme is no longer being carried out, the posts associated with that activity or programme should be deemed to be surplus and available for redeployment. Surplus posts may also arise as a result of rationalisation, reconfiguration, reorganisation or restructuring of services or functions or as a result of the ECF or in line with business needs.
    - The Department should identify the number of posts at each relevant grade which are surplus and the location of the surplus. Once a surplus has been established on this basis the identification of staff to be redeployed will proceed as follows: (i) volunteers will be sought for the Redeployment Panel and (ii) if the number of volunteers falls short of the surplus, LIFO will be applied, as appropriate.

- Redeployment must occur seamlessly across the Public Service, particularly at regional level. This will continue to be facilitated by the Public Appointments Service (PAS) which will strengthen the systems in place to match surplus staff with vacancies on a geographic basis within the guideline distance. Specifically:
    - The operation of the redeployment arrangements will be based on the "best fit" for the vacancy in the location. In this context, every opportunity should continue to be taken for re-skilling and re-assignment as the key method to seek to retain and secure employment in comparable roles in the Public Service.
    - The appropriate match will be determined by the PAS in conjunction with the organisation's sectoral liaison officer/contact point and its respective management within a period not exceeding one month of notification of the vacancy.
    - To assist the assignment process and to ensure the selection of the "best fit" for the vacancy, each individual assigned to the Resource Panel must submit a CV with a profile of skills, competencies, knowledge and career experience. The PAS in conjunction with the receiving organisation will conduct a selection process to establish the suitability of individuals for the vacancy concerned.
    - Where a staff member wishes to appeal a redeployment assignment, whether cross-sectoral or within the civil service, such an appeal will be considered by an agreed adjudicator who will issue a decision within the terms of the scheme within 21 days and whose decision will be binding on all parties and will be final. In all instances the individual will be required to take up the position offered in advance of the adjudication process.
15. Across all sectors the guideline redeployment distance will continue to be 45km from the current work location or of the home address, whichever is the shorter commute. Regard will also be had to reasonable daily commute time (i.e. as per the existing Public Service Agreement). In line with the Public Service Agreement, redeployment options may of necessity be beyond this guideline distance and in such circumstances, consultation will take place in relation to the assignment on offer.
  16. Where redeployment is not an option and taking account of the business needs of the organisation there may be circumstances where voluntary departure would be appropriate. In such situations there will be discussions with the relevant unions on the terms of any arrangement (which will be in line with any centrally agreed arrangements).
  17. The Parties reaffirm the commitments given in paragraph 1.5-1.12 of the Public Service Agreement, including those relating to service reconfiguration.

## **Work-sharing**

18. It is acknowledged that flexibility in attendance arrangements can, where they can be accommodated, contribute to efficient and effective business performance while enabling staff to balance work and personal life requirements. Accordingly the civil service has been to the fore in pioneering flexible attendance patterns. Nevertheless, the multitude and variety of work sharing patterns in place has created a significant management challenge and overhead and is impacting on the capacity of organisations to deliver their services. Therefore, in order to support the effective management of increasingly scarce staff resources into the future and the protection of services to the public, the following principles will apply:
  - The implementation and operation of the work-sharing arrangements is at the discretion of management, who retain the discretion to alter, reduce and/or standardise the range of work sharing patterns available to staff having regard to the specific business needs of their organisation.

- No work-sharing pattern approved in the future should be less than 50% of full time working hours. Staff currently on patterns of less than 50% can retain the work pattern on a personal to holder basis.
- In line with previous agreed arrangements, each individual's work-sharing arrangements will be formally reviewed on an annual basis (or earlier if required). Where such a review has not yet taken place a review must be completed by the end of 2013.
- Management's discretion to alter or change an individual's work-sharing arrangements, on the giving of due notice (3 months), is confirmed. Management reserves the right, on reasonable business grounds and with reasonable notice, to refuse access to the scheme, to require a person to vary their work-sharing arrangements, or to require a person to resume full time work.

## **Flexible Working Arrangements (Flexitime)**

19. The parties agree that management has the responsibility and the right to actively manage flexible working arrangements in their organisations. This will help to build on the work done to date in reviewing and revising work practices to ensure that, in a context of reduced resources and numbers, as well as additional working hours, the civil service will continue to provide the required level of service to the public and to contribute to economic recovery.
20. While the rationale for this flexibility is acknowledged, it is now necessary to update the arrangements to better reflect the current needs of organisations, in the context of falling numbers in the public service, changing demands in terms of services to the public and the additional working hours under this agreement. In this context, it may be necessary to amend the core time bands to reflect the extended hours of working and to meet business needs following local consultations. Flexible Working Arrangements (FWA) are only possible so long as they support and enhance the efficient operation of Departments/Offices. In particular, all areas must always be appropriately staffed during the working day, including lunch breaks; all arrangements must ensure that this is consistently the case.
21. The current FWA arrangements will continue to apply subject to the following amendments:
  - FWA will continue to be available for staff up to Higher Executive Officer (HEO) grade and its equivalents in the Civil Service, as appropriate.
  - FWA will not apply to staff at the Assistant Principal Officer (APO) grade and its equivalents in the Civil Service, except for those staff who already have this arrangement.
  - With effect from 1<sup>st</sup> July 2014, the maximum amount of flexi leave allowed in any flexi period is one day.
  - No change is proposed to the existing terms of the Flexitime Agreed Reports with regard to the amount or the use of hours to be carried over.

## **Non-Commercial State Sponsored Bodies (NCSSBs)**

22. The civil service unions agree that these measures will apply as appropriate to their members in the NCSSB sector who are covered by the *Public Service Agreement 2010-2014*. Where application of the above terms gives rise to anomalies for a particular organization, those anomalies can be resolved in accordance with the agreed dispute resolution procedures.
23. For non-civil service trade unions in NCSSBs the measures in this Appendix will apply as appropriate. Where the terms gives rise to anomalies for a particular organization, those anomalies can be resolved in accordance with the agreed dispute resolution procedures.

# **APPENDIX 5: COLLECTIVE AGREEMENTS IN THE EDUCATION SECTOR**

## **(1) COLLECTIVE AGREEMENT FOR TEACHERS (PRIMARY/ POST-PRIMARY)**

### **SUPERVISION AND SUBSTITUTION SCHEME**

The existing S&S scheme will be amended as follows:

- With effect from the commencement of the school year 2013/14, the time currently assigned to supervision and substitution will be increased from one and a half hours in any given week to three hours. In this context, the additional time may only be used for substitution.
- The requirement that a teacher be available for three timetabled class periods per week will be increased to five class periods per week.
- Participation in the scheme will be compulsory for all teachers and the position in relation to the allowance is set out below.
- The requirement to provide 37 hours per annum will be increased to 43 with effect from the commencement of the 2013/14 school year.
- Hours provided under the revised S&S scheme will, in addition to usage under the existing scheme, be used as follows:
  - With effect from commencement of 2013/14 school year – to cover all uncertified sick leave absences, subject to appropriate alleviation measures in relation to multiple absences particularly in small schools.
  - With effect from commencement of 2014/15 school year – to cover the first day of force majeure leave and illness in family leave.
- The payments under the Scheme shall be discontinued with effect from the commencement of the 2013/14 school year.
- As the above annualised payments are in the nature of a pensionable allowance (and are not amenable to current "buy-out" arrangements) the following arrangements shall apply:
  - A gross additional payment equivalent to the 2011 lower payment rate paid for supervision and substitution will be included in the common basic scale for teachers. This will be included in two moieties with half included in the school year 2016/17 and the second half included in the school year 2017/18.

Such payments to be considered in any future pay negotiation arrangements in respect of teachers. The duties continue to be performed indefinitely.

## **POSTS OF RESPONSIBILITY IN SCHOOLS**

In the context of the ongoing moratorium on filling posts of responsibility in schools, the alleviation arrangements which previously applied will be operated on an annual basis for the duration of this agreement.

## **FIXED –TERM/ PART-TIME EMPLOYMENT IN TEACHING**

An Expert Group will be established to consider and report on the level of fixed-term and part-time employment in teaching, having regard to the importance for teachers of employment stability and security and taking account of system and school needs and Teaching Council registration requirements.

This group will as a first task report on reducing the qualification period for the granting of a CID from 4 years to 3 years to take effect for the 2014/15 school 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.

## **SUPPLEMENTARY PANEL ARRANGEMENTS FOR REDEPLOYMENT OF POST-PRIMARY TEACHERS**

In the context of the implementation of the agreement, a supplementary panel will be established for teachers who have had sustained periods of employment with more than one school/VEC over an extended period of time. Inclusion on this panel will attract no remuneration entitlements. The general principles to underpin this new scheme will include the designation of certain permanent vacancies to be filled from this panel having taken account of, *inter alia*, those permanent vacancies requiring to be filled by pre-existing panel arrangements, the awarding of CIDs, and the allocation of additional hours to existing CID holders. On the commencement of this agreement, discussions will be held between the parties in relation to the detailed implementation of these arrangements, with a view to their introduction for the school year 2014/15. Provision will also be made for a review of these arrangements following their operation for a period to be agreed between the parties.

## **NEW ENTRANT SALARY SCALES**

In order to address the imbalance between those who entered the public service since 2011 and those who entered before that date, revised incremental salary scales shall be prepared for same grade entrants to each public service sector as necessary to incorporate the revision of salary scales introduced by Government Decision in January 2011.

The proposed revised scales for teachers are:

<b>Point</b>	<b>1/1/2011* Existing Scale</b>	<b>1/1/2011* Proposed Revised scale</b>	<b>1/2/2012 Existing Scale</b>	<b>1/2/2012 Proposed Revised scale</b>
1	27,814	27,814	30,702	30,702
2	28,775	28,775	32,198	33,168
3	29,737	30,702	33,168	33,950
4	30,702	31,924	34,136	36,576
5	32,198	33,168	36,576	37,795
6	33,168	34,136	37,795	39,251
7	34,136	36,576	39,251	40,700

8	36,576	37,795	40,700	42,160
9	37,795	39,251	42,160	43,380
10	39,251	40,700	43,380	44,996
11	40,700	42,160	44,996	44,996
12	42,160	43,380	44,996	44,996
13	43,380	44,996	44,996	47,225
14	44,996	44,996	47,225	47,225
15	44,996	44,996	47,225	47,225
16	44,996	47,225	47,225	47,225
17	47,225	47,225	47,225	50,170
18	47,225	47,225	50,170	50,170
19	47,225	47,225	50,170	50,170
20	47,225	50,170	50,170	50,170
21	50,170	50,170	50,170	53,423
22	50,170	50,170	53,423	53,423
23	50,170	53,423		53,423
24	50,170	54,339		58,765
25	53,423	55,514		59,940

\* Qualification allowances would continue to be paid to this cohort of teachers as appropriate.

## (2) COLLECTIVE AGREEMENT FOR ACADEMIC STAFF IN INSTITUTES OF TECHNOLOGY

### HIGHER REMUNERATION AND INCREMENTS

The revised arrangements shall apply.

### 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 Institute needs.

This group will as a first task report on reducing the qualification period for the granting of a CID from 4 years to 3 years 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.

### HOURLY PAID ASSISTANT/ ASSOCIATE LECTURERS

The parties will put in place a process for the phased conversion of Hourly Paid Assistant/Associate Lecturers to pro-rata Assistant Lecturers. This process will in the first instance establish and agree those

posts which are appropriate to be converted and thereafter, such posts will be converted over a period of 3 years commencing in or before the academic year 2014/15. A person converted will be assimilated to the Assistant Lecturer payscale on the point nearest to and not below his/her current rate from the date of conversion.

In the context of the above process the provisions of Circular 93/2007 will apply to Hourly Paid Assistant/ Associate Lecturers.

### **ACADEMIC STAFF – ADDITIONAL HOURS**

Academic staff will work an additional 78 hours per annum. This will be applied towards evening weighting (which will be reduced from 1.5 to 1.25) and church holidays.

### **EXAM PAYMENTS - ALL ACADEMIC STAFF**

Effective from 1<sup>st</sup> July 2013, the examination marking fee will be reduced to 75% of current rates.

### **NEW ENTRANT SALARY SCALES**

In order to address the imbalance between those who entered the public service since 2011 and those who entered before that date, revised incremental salary scales shall be prepared for same grade entrants to each public service sector as necessary to incorporate the revision of salary scales introduced by Government Decision in January 2011.

## **(3) COLLECTIVE AGREEMENT FOR ACADEMIC STAFF IN UNIVERSITIES AND OTHER THIRD LEVEL COLLEGES**

### **HIGHER REMUNERATION AND INCREMENTS**

The revised arrangements shall apply.

### **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 institution needs.

This group will as a first task report on reducing the qualification period for the granting of a CID from 4 years to 3 years 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.

### **ACADEMIC STAFF – ADDITIONAL HOURS**

Academic staff will work an additional 78 hours per annum. This additional time will be deployed through Workload Allocation Models to maximise savings and productivity.

## **EXAM PAYMENTS - ALL ACADEMIC STAFF**

Effective from 1<sup>st</sup> July 2013, the examination marking fee will be reduced to 75% of current rates.

## **NEW ENTRANT SALARY SCALES**

In order to address the imbalance between those who entered the public service since 2011 and those who entered before that date, revised incremental salary scales shall be prepared for same grade entrants to each public service sector as necessary to incorporate the revision of salary scales introduced by Government Decision in January 2011.

## **FLEXIBILITY (LIBRARY/ADMINISTRATIVE STAFF)**

The agreement in relation to flexible working arrangements will apply to those Librarians and Administrative Staff who currently have access to these arrangements.

## **(4) ADULT EDUCATION TUTORS**

Issues in relation to contracts for Adult Education Tutors have been raised. On the commencement of this agreement, the parties will meet under the auspices of the LRC with the objective of examining these issues.

## **(5) SPECIAL NEEDS ASSISTANTS**

### **Hours**

Under the terms of the *Public Service Agreement 2010-2014*, discussions took place that led to agreement on changed attendance arrangements for Special Needs Assistants (SNAs) that give schools the option of an additional two hours working time per week from each Special Needs Assistant. Under the terms of the new proposals from the Labour Relations Commission on increased working hours in the public service, the available requirements in schools for additional hours for SNAs is quite limited. Given issues such as the duration of the school day and operation hours, and the specific availability of individual SNAs the details of the utilisation of any additional requirements should be the subject of further discussions.

These new attendance arrangements, allied to the provisions outlined in the above paragraph should be the subject of a review by the LRC in advance of the 2013/2014 school year, involving the Department of Education and Skills and IMPACT/SIPTU, in order to assess if the additional hours are being utilised in the most effective and appropriate manner and in order to achieve agreement on any changes deemed necessary in terms of the arrangement agreed for teachers.

This will constitute the liability on Special Needs Assistants in respect of working hours for the purposes of this extension to the Public Service Agreement.

**SUPPLEMENTARY ASSIGNMENT ARRANGEMENTS FOR SNAs**

- Having regard to the terms of Labour Court Recommendation 20308, the following terms shall apply to current SNAs who are notified that they are to be made redundant.
- The purpose of this scheme is to absorb surplus SNAs by means of reassignment within the School/VEC in the first instance, then to facilitate surplus SNAs in filling similar alternative posts that may become available in other schools/VECs.
- An SNA who is notified that they are to be made redundant shall be placed on a supplementary assignment panel. Likewise an SNA who remains on the panel for a full school year without being placed in employment should have the option of claiming a redundancy payment in line with the present arrangement.
- SNAs on the supplementary assignment panel will not be remunerated after the date on which they become surplus.
- Where a vacancy arises or where a new post is created it will first be offered to those on the panel in order of seniority, subject to suitability.
- The appropriate redeployment distance in the Education sector will apply to reassignments made under these arrangements. The parties shall engage on the application of these arrangements.
- SNAs assigned under these arrangements will carry forward their prior service, and this service will be reckonable in their new employment for seniority-based selection for surplus declaration and for the purposes of calculating redundancy payments.
- A Supplementary Assignment Manager will be appointed to oversee implementation of the arrangements.
- Any permanent vacancies must be notified by the schools to the Supplementary Assignment Manager before they can be filled.
- As an alternative to being reassigned under these arrangements, an SNA who is displaced or who is unable to accept the offer of an alternative placement may opt to be made redundant in line with prevailing redundancy arrangements.
- In the context of these arrangements being put in place, the redundancy scheme for SNAs set out in CL 58/2006 shall apply.

# **APPENDIX 6: COLLECTIVE AGREEMENTS IN THE LOCAL AUTHORITY SECTOR**

## **1. Outdoor Staff**

The Parties engaged in intensive discussions at the LRC in order to identify alternative means to achieve savings required by Government. The parties are satisfied that agreement to develop and implement revised workplace structures for outdoor staff in local authorities together with the other measures set out below will achieve those savings. The Parties recognised however that achieving the full effect of those savings will take some time. The Parties have therefore agreed the following pathway which will address the challenges in 2013 and lead to full achievement of required savings in early 2014. The means to achieve the saving in local authorities contained in this agreement facilitate the following arrangements in respect of overtime and Sunday premium.

- From 1<sup>st</sup> July 2013 an hour of overtime worked each week will be unpaid. This measure will apply until 31<sup>st</sup> March 2014 only.
- The Sunday premium will be unaffected.

The Commission is satisfied that the measures outlined above when combined with a range of other measures discussed during the period of negotiations such as;

- Co-operation with the Irish Water Programme,
- The implementation of innovative labour activation measures, and,
- The development and implementation of revised workplace structures for outdoor staff in local authorities designed to deliver the most efficient and effective service (detailed consultation will take place at workplace level in order to maximise the potential of this initiative);

will result in the required savings being achieved in the sector.

## **2. IMPACT Grades**

### **Regularisation of long-term actors**

Preliminary discussions have commenced between the parties to examine the regularisation of long term acting positions in the context of work-force planning. The Parties re-iterate their commitment to bring this issue to conclusion as part of the work-force planning process.

### **Pay Measures**

The following pay measures will apply, in addition to central measures in relation to higher pay and increments

- Sunday Premium: maintain at double time.

### **Overtime**

Overtime arrangements are revised as follows:

- a) For those on salaries of up to €35,000 (inclusive of allowances in the nature of pay), overtime will be paid at time and a half at the first point of the appropriate scale. This formula will not apply to any scale where this provision would result in overtime being paid at less than time at any point on the scale. In the case of such scales, the formula set out in (b) below will apply.
- b) For those on salaries (inclusive of allowances in the nature of pay) of €35,000 or greater, overtime will be paid at the rate of time and a quarter at the individual's scale point.
- c) Divisors for the calculation of overtime will be adjusted to take account of any additional hours provided for above.

## **Flexible Working Arrangements (Flexitime)**

The parties agree that management has the responsibility and the right to actively manage flexible working arrangements. This will help to build on the work done to date in reviewing and revising work practices to ensure that, in a context of reduced resources and numbers, as well as additional working hours, the Public Service will continue to provide the required level of service to the public and to contribute to economic recovery.

While the rationale for this flexibility is acknowledged, it is now necessary to update the arrangements to better reflect the current needs of organisations, in the context of falling numbers in the public service, changing demands in terms of services to the public and the additional working hours under this agreement. In this context, it may be necessary to amend the core time bands to reflect the extended hours of working and to meet business needs following local consultations. Flexible Working Arrangements (FWA) are only possible so long as they support and enhance efficient operation. In particular, all areas must always be appropriately staffed during the working-day, including lunch breaks; all arrangements must ensure that this is consistently the case.

The current FWA arrangements will continue to apply subject to the following amendments:

- FWA will continue to be available for staff up to Grade 7 and equivalent.
- FWA will not apply to staff at SEO and equivalent except for those who already have this arrangement.
- With effect from 1<sup>st</sup> July 2014, the maximum amount of flexi leave allowed in any flexi period is one day.
- No change is proposed to the existing terms with regard to the amount or the use of hours to be carried over.

## **Implementation of additional hours**

Management confirms that implementation will take place in accordance with the terms of paragraph 2.5 of these proposals.

## **Flexible attendance patterns**

The current work sharing arrangements as set out in various Departmental Circulars will continue to apply.

## **CORU**

Management reaffirms its commitment to pay the CORU registration fee of €100. Staff that are required by local authorities to register with CORU must do so. The registration fee is confirmed at €100 to end 2016.

The above arrangements will also apply to engineering and cognate grades represented by **SIP TU/LAPO**.

# APPENDIX 7: PROPOSALS FOR COLLECTIVE AGREEMENTS IN THE HEALTH SECTOR

## (1) Developments following engagement at LRC regarding Medical Grades

The background to this outline includes understanding of the shape of planned legislation and specifically the provision that such legislation will not apply where a collective agreement exists.

Based on a collective agreement being finalised with the Irish Medical Organisation representing medical doctors in the public health system, the following is the position on all matters which have been dealt with as part of the current LRC process. The provisions that follow, if accepted, will form an amendment to the *Public Service Agreement 2010-2014* which will now be extended until June 2016. The developments on pay and related matters which arose during engagements at the Commission in recent weeks now form part of this Agreement.

### Pay Measures

The following pay measures will apply, in addition to any central measures in relation to higher pay and increments:

- **Overtime (Monday-Saturday)**

For those on salaries of up to €35,000 (inclusive of allowances in the nature of pay), overtime will be paid at time and a half at the first point of the appropriate scale;

For those on salaries (inclusive of allowances in the nature of pay) of €35,000 or greater, overtime will be paid at the rate of time and a quarter at the individual's scale point.

- **Sundays & Public Holiday Payment**

All hours worked on Sundays and public holidays will continue to attract payment at double time.

- **New entrant consultants**

Regard will be had by the Minister for Public Expenditure and Reform, in the application of the further reduction under the legislation to be enacted by the Oireachtas in respect of remuneration over €65,000 p.a., to the exceptional circumstances that relate to the 30% reduction in salary applied to new entrant consultants from October 2012, and the substantial inequity that would thereby arise.

### Working Week

The contracted weekly hours of NCHDs will continue 39 hours gross (37 net). The divisor for the calculation of overtime will be 39.

### Achievement of compliance with EWTD

A range of savings have been identified arising from EWTD implementation for NCHDs in 2013. These will support the transition to full EWTD compliance by the target date of end-2014 as identified by management. The savings rely on changes to NCHD rosters and work patterns, implementation of the National Standards for reducing NCHD hours, in line with the interim deadlines for the staged

implementation of EWTD submitted to the European Commission, greater use of Consultant teams, introduction of electronic rostering and time-recording systems and task reallocation while ensuring protected training time.

Management is committed to the introduction as soon as possible on all hospital sites of electronic systems for the recording of NCHD hours and will ensure that NCHDs are paid for all approved overtime hours worked in line with NCHD Contract 2010.

Noting the above, the IMO confirms its full co-operation with the ongoing EWTD implementation process.

### **Medical/Nursing interface**

A joint site-based review is currently taking place to assess the potential for task transfer of four specified tasks from NCHDs to nurses/Midwives. Management have agreed to revert to the LRC on or about 29<sup>th</sup> May 2013 for further discussions with the IMO and nursing unions in relation to how savings can be applied. For clarity – any savings agreed as accruing from this initiative will be applied to the terms and conditions of the members of the relevant Unions. The IMO, INMO and SIPTU nursing have agreed that the transfer of any further identified and agreed duties will be measured separately for savings. As above any resulting savings will be applied to the terms and conditions of the members of the relevant unions through negotiations.

### **Retention of graduates of Irish Medical Schools**

The parties have committed to review the current Public Health & Community Medicine, NCHD and Consultant career structure with the aim of further developing the career and training pathways from Intern to Consultant / Specialist level. This will take account of service needs, training and service posts, the health reform programme, the urgent requirement to reduce NCHD working hours and developments in relation to EU legislation. The overall objective is the retention of graduates of Irish Medical Schools within the public health system and the attraction back to Ireland of such graduates - where they have left previously. The Management side and the IMO will begin the process by June 2013.

### **Education Allowance**

There will be immediate engagement between the parties in relation to administration of the education allowance for NCHDs, to include in particular a focus on an appropriate level of choice for the doctor in relation to the educational activities pursued and HSE funded.

### **Redeployment**

The guideline redeployment distance will continue to be 45 km from the current work location or the home address, whichever is the shorter commute. Regard will also be had to reasonable commute time (i.e. as per the Public Service Agreement 2010-2014).

## **(2) LRC Outline of potential for agreement in Nursing**

The background to this outline includes understandings of the shape of planned legislation and specifically the provision that such legislation will not apply where a collective agreement exists.

Based on a collective agreement being finalised with the unions representing nurses and midwives in the public health system, the following is the available position on all matters which have been dealt with as part of the current LRC process. The provisions that follow if accepted will form an amendment to the PSA 2010-2014 which will now be extended until June 2016. The developments on pay and related matters

which arose during engagements at the Commission in recent weeks now form part of this agreement.

### **General and Nursing specific provisions are set out below:**

The guideline redeployment distance will continue to be 45km from the current work location or of the home address, whichever is the shorter commute. Regard will also be had to reasonable daily commute time (i.e. as per the PSA).

Flexibility in attendance arrangements is a feature of nursing and midwifery service delivery and contributes to efficient and effective business performance while enabling staff to balance work and personal life requirements. Management do not propose to review these arrangements at the current time for nursing and midwifery personnel. However, as is currently the case, management reserves the right, on reasonable business grounds and with reasonable notice, to require) a person to vary their work-sharing arrangements, or to (require) a person to resume full time work. No change from current practice in these regards is being sought as part of a collective agreement at this time.

In the follow up to the Government's allowances review, management will follow the agreed industrial relations procedures (i.e. LRC and Labour Court) should any issue arise in the nursing/midwifery area.

The HSE will observe all legal provisions relating to part time workers.

#### **1. Additional Hours**

1.1 The standard working week for nurses and midwives will be 39 hours per week with effect from 1<sup>st</sup> July 2013. Discussions will commence immediately on how to measure all time worked by nurses and Midwives to ensure all attendance hours are captured.

1.2 The entirety of this agreement and the Public Service Agreements generally will be the subject of joint review at the end of this agreement.

1.3 The actual implementation of these proposals will require detailed consultation at workplace level in order to maximise the capacity to accommodate issues for affected individuals.

1.4 The relevant service manager/s can seek to have maximum flexibility to deploy and assign staff resources to meet service needs, in accordance with measures set out in Chapter 2 :2.9 ( 12,13,14) and 2.13 – 2.21 of the Public Service Agreement.

1.5 Management will allow persons to opt to remain on their current hours with appropriate pay adjustments.

At a general level, the following are among the ways in which additional hours may be used:

- To compensate for reductions in staff numbers
- To replace agency staffing
- To replace overtime working
- To extend the working week to 8.00am to 8.00pm Monday to Saturday, as appropriate to a particular service
- To increase productivity
- To allow lunchtime opening where this would enhance service to the public
- To enable extended opening hours, e.g. for clinics
- "Banking" of additional hours for application in different ways

- To enable redeployment in line with the health service reform programme including establishment of hospital group structures, expansion of primary care and other service reform measures.

For an individual nurse or midwife the following are expected to be the main effects:

- Revision of rosters.
- Longer shifts where necessary/appropriate.
- Longer working day.
- Focused working of additional hours at peak periods or to provide additional cover

Normal consultation procedures will apply, as set out in 1:3 and 1:4 above.

## ***2. Pay Measures***

The following pay measures will apply, in addition to any central measures in relation to higher pay and increments:

- Sunday Premium and public holiday: maintain at double time, including when overtime is worked on Sunday or Public Holiday and Saturday as currently applicable.

## ***3. Overtime***

For those on salaries of up to €35,000 (inclusive of allowances in the nature of pay), overtime will be paid at time and a half at the first point of the appropriate scale.

For those on salaries (inclusive of allowances in the nature of pay) of €35,000 or greater, overtime will be paid at the rate of time and a quarter at the individual's scale point.

Divisors for the calculation of overtime will be adjusted to take account of any additional hours provided for above.

## ***4. Nursing Medical interface***

A joint site based review is currently taking place to assess the potential for task transfer of four specified tasks from NCHDs to nurses/Midwives.

Management have agreed to revert to the LRC on or about 29<sup>th</sup> May 2013 for further discussions with the nursing unions and the IMO in relation to how (any such) savings can be applied. For clarity – any savings agreed as accruing from this initiative will be applied to the terms and conditions of the members of the relevant Unions. The INMO and SIPTU Nursing have highlighted the restoration of twilight payments as a priority in this regard. INMO and SIPTU nursing and IMO have agreed, that the transfer of any further identified and agreed duties will be measured separately for savings. As above any resulting savings will be applied to the terms and conditions of the members of the relevant unions.

## ***5 .Other Health Sector issues***

- The management agree to restore the Senior Staff Nurse grade in the manner it originally operated with effect from the operative date of this agreement, i.e. on that date all currently eligible nurses will be appointed – appointments will thereafter be made on 5<sup>th</sup> November annually.

- That the original LRC document dealing with the regularisation of acting should be amended to include all staff who meet the relevant criteria, i.e. the salary cap set out in the original document does not now apply and effective date for calculating service is 31.12.12, all the other aspects of the original document do apply. The amended document should then be implemented as an agreement between the parties to this agreement. This proposal is made in the context of the conclusion of this Public Service agreement on the basis that the agreement facilitates its implementation in a cost neutral manner.
  - That the draft circular in relation to standardisation of annual leave for new entrants and promotees should not issue at this time and any such issues should be dealt with in the course of engagements planned around the structure of the Health Service generally.
  - That the HSE will issue a new circular setting out that concession days should be re-structured in a standard way across the system, i.e. that the arrangements applying to clerical/admin grades will be extended to individuals in other grades who have been in receipt of this heretofore and who had it removed by the issuance of the recent circular.
  - The arrangements with regard to immunisation days in lieu for PHN grades will continue to apply as heretofore.
  - That the HSE should prioritise resources to maximise non-medical and nursing training with particular regard to statutory requirements, Health and Safety and the academic study scheme.
  - Nursing Management structures: the parties reaffirm their commitment and immediate focus on the LRC process relating to national nursing /midwifery management structures.
6. The parties agree the implementation of a **Graduate Nurse Programme** to take effect from the operative date of this agreement. That programme to have the following characteristics:
- A two year programme.
  - Rate of pay to be 85% of the first point of the January 2011 staff nurse scale, progressing to 90% of same in year two of participation.
  - Educational component to be to Certificate level.
  - Any appointment to the programme will not affect the ECF in the Health Service.
  - Any subsequent appointment following completion of the graduate programme will be to the third point of the staff nurse scale.
  - Hours of work will be the same as standard working hours in place at the time for nurses.
  - In the event that parties agree a review of any final agreement reached the operation of this programme will be reviewed at that time also.
  - At the point of agreement the current scheme will cease and all incumbents of the current scheme will migrate at that time to this programme.

### **(3) SIPTU Principles of Collective Agreement**

#### **Intern Scheme for Health Support Staff**

- The parties have agreed that an Intern Scheme for Health Support Staff will be established.
- Under the scheme 1,000 Intern places will be provided for Health Care Assistants, Multi-Task Attendants and Support Grades.

- Intern places under the scheme will be of two years duration.
- Interns under the scheme will be recruited at 85% of the first point of Band 3 salary in year 1 and progressing to 90% of that point in year 2.
- Interns recruited under the scheme will be utilised towards reducing the expenditure on overtime and agency costs in the health sector.
- Interns will be supported in attaining an appropriate qualification to FETAC Level V.
- Interns if appointed to the Health Service following completion of the internship will be appointed to point 3 of the appropriate salary scale.
- Hours of work will be the same as standard hours of work for Health Support staff.
- The scheme will be reviewed as part of any review agreed of the overall agreement.
- Any appointment made under the scheme will not affect the ECF in the Health Service.

## **Double Time Payments**

- The double time payment where currently applied will remain unchanged.

## **Roster**

- For existing SIPTU grades who have a liability to be rostered for duty from 8pm to 12am the current arrangements will continue.

## **Overtime**

- For those grades currently with a working week of 39 hours per week, an hour of overtime worked each week will be unpaid. This arrangement will cease on 31<sup>st</sup> March 2014.

## **National Ambulance Service**

- It is noted that discussions between the HSE and SIPTU with regard to National Ambulance Service reforms are ongoing. The parties are committed to the continuance of this process which will include an exploration of the possibilities for the introduction of an annualised hours system of attendance for National Ambulance Service grades.

## **(4) Additional agreement for IMPACT Grades**

### **Regularisation of long-term actors**

Management commits to the implementation as a priority, but no later than 1<sup>st</sup> October 2013, of the LRC proposals as amended by agreement in February 2013.

### **Sleepovers**

The parties commit to completing the process currently under way under the auspices of the LRC no later than 31<sup>st</sup> December 2013.

## Pay Measures

The following pay measures will apply, in addition to central measures in relation to higher pay and increments:

- Sunday Premium: maintain at double time.
- Twilight: Cessation with effect from 1<sup>st</sup> July 2013 in respect of hours worked between 6pm and 8pm
- For existing Impact grades who have a liability to be rostered for duty from 8pm to 12am, the current arrangements will continue.

## Overtime

Overtime arrangements are revised as follows:

- a) For those on salaries of up to €35,000 (inclusive of allowances in the nature of pay), overtime will be paid at time and a half at the first point of the appropriate scale. This formula will not apply to any scale where this provision would result in overtime being paid at less than time at any point on the scale. In the case of such scales, the formula set out in (b) below will apply.
- b) For those on salaries (inclusive of allowances in the nature of pay) of €35,000 or greater, overtime will be paid at the rate of time and a quarter at the individual's scale point.
- c) For those grades currently with a working week of 39 hours per week, an hour of overtime worked each week will be unpaid. This arrangement will cease on 31<sup>st</sup> March 2014.
- d) Divisors for the calculation of overtime will be adjusted to take account of any additional hours provided for above.

## Flexible Working Arrangements (Flexitime)

The parties agree that management has the responsibility and the right to actively manage flexible working arrangements. This will help to build on the work done to date in reviewing and revising work practices to ensure that, in a context of reduced resources and numbers, as well as additional working hours, the Public Service will continue to provide the required level of service to the public and to contribute to economic recovery.

While the rationale for this flexibility is acknowledged, it is now necessary to update the arrangements to better reflect the current needs of organisations, in the context of falling numbers in the public service, changing demands in terms of services to the public and the additional working hours under this agreement. In this context, it may be necessary to amend the core time bands to reflect the extended hours of working and to meet business needs following local consultations. Flexible Working Arrangements (FWA) are only possible so long as they support and enhance efficient operation. In particular, all areas must always be appropriately staffed during the working-day, including lunch breaks; all arrangements must ensure that this is consistently the case.

The current FWA arrangements will continue to apply subject to the following amendments:

- FWA will continue to be available for staff up to Grade 7.
- FWA will not apply to staff at Grade 8 except for those who already have this arrangement.
- With effect from 1<sup>st</sup> July 2014, the maximum amount of flexi leave allowed in any flexi period is one day.
- No change is proposed to the existing terms of the Flexitime Agreements with regard to the amount or the use of hours to be carried over.

## **Implementation of additional hours**

Management confirms that implementation will take place in accordance with the terms of paragraph 2.5 of these proposals.

## **Flexible attendance patterns**

Flexibility in attendance arrangements contributes to efficient and effective business performance while enabling staff to balance work and personal life requirements. Management do not propose to review these arrangements at the current time. However, as is currently the case, management reserves the right, on reasonable business grounds and with reasonable notice, to require a person to vary their work-sharing arrangements or to require a person to resume full time work. No change from current practice in these regards is being sought as part of a collective agreement at this time.

## **Annual Leave in Voluntary Hospitals**

Health service management will re-engage with Impact no later than September 2013 in relation to re-aligning annual leave entitlements in the voluntary hospitals with the HSE standardised arrangements. In the event of agreement not being reached within eight weeks of commencement of the engagement the issue will be jointly referred to the Labour Court where the case can be argued on its merits.

Both parties agree that this will replace the existing claim that was heard by the Labour Court but no recommendation issued.

In the interim, it is agreed that staff employees in the voluntary hospitals whose annual leave is below the standardised HSE arrangements will not have the terms of clause 2.22 relating to annual leave reduction applied to them.

## **Corú**

The registration fee is confirmed at €100 for the period to end of 2016. This includes re-registration in 2013.

# **(5) Additional agreement for Medical Scientists**

## **Working Hours**

It is agreed that the standard working week for medical scientists will be in accordance with that which emerges for the sector in general.

## **Utilisation of Additional Hours**

Increased working hours for Medical Scientists will be utilised to appropriately cover the extended working day (8.00am to 8.00pm) Monday to Friday, quality initiatives and continuing professional development. The hours will not be banked to cover the existing Saturday morning service.

## **Annual Leave**

The standardisation of the annual leave entitlements to Medical Scientists will be discussed and agreed by the parties during the currency of the agreement.

## **Five over Six Day Working**

During the currency of the agreement the MLSA and the HSE will discuss and agree 5 over 6 day working in the context of the developments of medical laboratory services, in particular the development of core automated laboratories. Discussions will include loss of earnings in line with LCR 19995.

## **On-call/call-out rates for new entrants**

The reduced rates that have applied to new entrants since early 2011 will be addressed in the context of the revised incremental scales to be prepared under clause 2.29 of the LRC's proposals of 25<sup>th</sup> February 2013.

## **APPENDIX 8: CRAFT GROUP AGREEMENT**

1. A forum will be established to articulate a workplace planning initiative between the parties. The forum will identify ways to address manpower requirements by reference to up-skilling and apprenticeship potential in addressing successive appointments in the sectors.
2. From 1<sup>st</sup> July, 2013 an hour of overtime worked each week will be unpaid. This measure will apply until 31<sup>st</sup> March, 2014 only.
3. The double time premium pay for on-call will be maintained as currently applicable
4. Effective from 1<sup>st</sup> July 2013 and for the duration of this agreement, the tool allowance will be reduced to 80% of the current rate.
5. Annual leave for Craftworkers will be standardised at 25 days per annum, inclusive of Good Friday. If, however, required by management, Good Friday will be worked as a normal day and no premium pay will apply for working the day. Another annual leave day will be allowed instead as part of the 25 day allowance.

## **APPENDIX 9: IMPLEMENTATION OF ADDITIONAL HOURS FOR CERTAIN GRADES**

On a personal to holder basis, increases in working hours will be limited to two hours and fifteen minutes per week subject to the following:

- This arrangement will only apply in the cases of these specific grades/workers referred to below above that grade, or on recruitment or promotion, a standard working week of 37 hours will apply.
- A minimum working week of 35 hours will apply. Pro-rata arrangements will apply for job sharer and part time staff.
- In the case of public servants covered by LCR 20366 the additional hours to be given will be inclusive of any additional time given as from 1<sup>st</sup> March in accordance with LCR 20366.
- The divisor for overtime calculations will be based on 37 hours effective from 1<sup>st</sup> July 2013
- Overtime will not be payable until 37 hours are worked and exceeded effective from 1<sup>st</sup> July 2013.

This arrangement will be reviewed before the end of the Agreement.

Where any mergers or restructuring of organisations arise, the issue of working hours should be addressed in direct discussions between the parties and failing agreement be referred for a final determination in accordance with the procedures of the Public Service Agreement and LCR 20366 and in good time to allow them to commence operation on standard terms and conditions of employment.

This phased arrangement will apply to the following grades/workers:

- IMPACT grades up to and including Grade VII and equivalents.
- SIPTU Library and Admin staff in the University sector
- Staff transferred in the civil service in 2010 from the health sector.